

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

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

## **ADMINISTRATION**

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

**AGENDA #18**  
**REGULAR BOARD MEETING**  
**Wednesday, June 22, 2016**  
**5:00 p.m.**  
**Closed Session To Follow**  
**7:00 PM - Regular Board Meeting**

**\*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**

Ms. Mary Elisondo, Principal of Ramona School, will introduce Destiny Casillas, 4th grader in Ms. Sims' class, who will lead the audience in the Pledge of Allegiance.

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

The District's Vision and Mission Statements will be read by Destiny Casillas, 4th grader in Ms. Sims' class in English and Jessica Villa, 4th grader in Ms. Magallanes' class will read them in Spanish.

**A.4 Presentation by Ramona School**

Ms. Elisondo will provide a short presentation to the Board regarding Ramona 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:  
Vote:

**ROLL CALL VOTE:**

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

**A.6 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.7 Closed Session**

1. Pursuant to Section 54956.9 of *Government Code*:
  - Conference with Legal Counsel – Anticipated Litigation: 1 case
  
2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
  - Case No. 15-19 (Action Item)
  - Case No. 15-22 (Action Item)
  - Case No. 15-23 (Action Item)
  - Case No. 15-25 (Action Item)
  - Case No. 15-26 (Action Item)
  - Case No. 15-28 (Action Item)
  - Case No. 15-29 (Action Item)

**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.7 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, LLP  
Association(s): OEA, OSSA, CSEA;  
and All Unrepresented Personnel - Administrators, Classified Management, Confidential
4. Pursuant to Section 54956.8 of the *Government Code*:
- Conference with Real Property Negotiators (for acquisition of new school site):  
Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue  
Agency  
Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.  
Negotiating  
Parties: Dennis Hardgrave on behalf of the property owners  
Under  
Negotiations: Instruction to agency negotiator on price and terms.
5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release
  - Public Employee(s) Reassignment/Appointment
    - Principal
    - Assistant Principal

**A.8 Reconvene to Open Session**

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**7:00 PM**

**A.9 Report Out of Closed Session**

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

**REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912*; 20 U.S.C. Section 1232g)**

- Case No. 15-19 (Action Item)  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
Roll Call Vote:  
Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis \_\_
- Case No. 15-22 (Action Item)  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
Roll Call Vote:  
Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis \_\_

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

***A.9 Report Out of Closed Session (continued)***

**REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)**

- Case No. 15-23 (Action Item)  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
Roll Call Vote:  
Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis\_\_
- Case No. 15-25 (Action Item)  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
Roll Call Vote:  
Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis\_\_
- Case No. 15-26 (Action Item)  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
Roll Call Vote:  
Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis\_\_
- Case No. 15-28 (Action Item)  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
Roll Call Vote:  
Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis\_\_
- Case No. 15-29 (Action Item)  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
Roll Call Vote:  
Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis\_\_

***A.10 Approval of Minutes***

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

- May 4, 2016, regular meeting
- May 11, 2016, special meeting w/Personnel Commission

Notes:  
Moved:  
Seconded:

**ROLL CALL VOTE:**

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

***A.11 Recognition of Retired Employees (Dr. Morales)***

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

- Comments by Superintendent and Board of Trustees
- Comments by Personnel Commissioners
- Presentation of Bells to Retirees
- Retirees will be invited to ring their bells

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

- The Retirees will be invited to participate in taking a group picture with the Board of Trustees and Personnel Commissioners
- President Robles-Solis will invite the audience to congratulate the Retired Employees

<u>Name of Retiree</u>	<u>Title</u>	<u>Name of Retiree</u>	<u>Title</u>
Barbara Attkisson	Teacher	Gail Magoon	Asst. Physically Handicap
Charles Bensley	Teacher	Mariano Marin	Custodian
Frank Boulch	Locksmith	Gerard Martin	Teacher
Rebecca Caron	Teacher	Mary Marx	Teacher
Michael Castella	Teacher	Karen Miyamoto	Teacher
Elidia Cisneros	Attendance Acct. Tech.	Joan Mooney	Paraeducator II
Robert Crowley	Teacher	Joe Murphy	Teacher
Jennifer De La Torre	Teacher	Leslie O'Brien	Teacher
William Denley	Security Maintenance	Amador Partida	Bus Driver
Efren Gomez	Custodian	James Picola	Director, CNS
Manuela Gomez	Paraeducator II	Kathy Rodriguez	District Textbook Coord.
Yolanda Gomez	Office Assistant II	Arthur Romero	Warehouse/Delivery Driver
Hermelinda Gonzales	Instructional Assistant (B)	Margaret Steketee	Teacher
Linda Cheryl Gunther	Teacher	Nancy Taylor	RSP Teacher
Robert Hanawalt	Teacher	Carol Tirado	Office Assistant II
Jim Hendrickson	Teacher	Arcie Torres	IA CELDT
Susan Houlden	Accounting Specialist III	Carmen Vasquez	Paraeducator III
Romeo Loyola	Custodian	Deborah Weilbacher	Teacher
Yolanda Magallanes	Child Nutrition Worker	Johnny Zambrano	Grounds Main. Specialist

**A.12 Recess and Reception**

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

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Board Bylaws, BB 9323 – Meeting Conduct**

## Section B HEARINGS/PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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**Section C  
CONSENT AGENDA**

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

Notes:  
Moved:  
Seconded:

**ROLL CALL VOTE:**

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

***C.1 Agreements***

<p>It is recommended that the Board approve the following agreements:</p> <ul style="list-style-type: none"> <li>▪ #15-252 with Buck Institute for Education, to provide training in Project Based Learning for up to 35 educators from the Oxnard School District’s three (3) middle school academies on June 27, 28 and 29, 2016; amount not to exceed \$10,500.00, to be paid with MSAP Grant;</li> <li>▪ #15-253 with Nolte Associates Inc., to provide in-plant welding inspection services for the San Miguel Portable Project; amount not to exceed \$5,920.00, to be paid with Deferred Maintenance Funds;</li> <li>▪ #16-01 with City of Oxnard Recreation and Community Services, to provide a high quality after school program at each school site in Oxnard School District for the 2016-2017 school year; amount not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities, to be paid with After School Education and Safety (ASES) Grant;</li> <li>▪ #16-12 with FOOD Share Inc., to provide information about the CalFresh program for the 2016-2017 fiscal year; at no cost to the District;</li> <li>▪ #16-13 with AVID Center, to provide AVID program at each middle school (Frank, Fremont, and Haydock) as well as each K-8 School (Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria), July 1, 2016 to June 30, 2017; amount not to exceed \$43,836.00, to be paid with Title 1 Funds;</li> <li>▪ #16-14 with School on Wheels Inc., to provide one-on-one tutoring to homeless students in grades K-8 at designated schools, July 1, 2016 through June 30, 2017; at no cost to the District;</li> <li>▪ #16-15 with City Impact, to provide mental health services as requested by the parent/guardian to clients attending particular schools for the 2016-2017 school year; at no to the District;</li> <li>▪ #16-16 with Camarillo Hospice, to provide grief support group sessions for individuals and families within the Oxnard School District who are facing life-limiting illness and/or grieving the loss of a loved one; at no cost to the District;</li> <li>▪ #16-17 with The Coalition for Family Harmony, to provide education groups on dating violence prevention to identified students at the middle schools for the 2016-2017 school year; at no cost to the District;</li> <li>▪ #16-18 with Children’s Resource Program/Ventura County Medical Resources Foundation, to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families’ ability to pay for health care, July 1, 2016 through June 30, 2017; at no cost to the District;</li> </ul>	<p>Dept/School Freeman/ West</p> <p>Cline/ Bhatia</p> <p>Freeman/ Thomas</p> <p>Freeman/ Ridge</p> <p>Freeman/ Thomas</p> <p>Freeman/ Thomas</p> <p>Freeman/ Ridge</p> <p>Freeman/ Ridge</p> <p>Freeman/ Ridge</p> <p>Freeman/ Ridge</p>
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## Section C CONSENT AGENDA

(continued)

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

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #16-19 with Ventura County Office of Education, to provide professional development – Language Arts Program to Oxnard Scholars after school program staff, August 1, 2016 through June 30, 2017; amount not to exceed \$12,500.00, to be paid with ASES Grant Funds;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #16-20 with Ventura County Office of Education, to provide professional development – Math Program to Oxnard Scholars after school program staff, August 1, 2016 through June 30, 2017; amount not to exceed \$18,000.00, to be paid with ASES Grant Funds;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #16-21 with Ventura County Behavioral Health (VCBH) Alcohol &amp; Drug Programs, to provide “How High Ventura County” initiative to educate 7<sup>th</sup> and 8<sup>th</sup> graders about the harm marijuana causes to the still-developing teenage brain, August 1, 2016 through June 30, 2017; at no cost to the District;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-22 with Oxnard Children’s Dental Group, to provide school presentations on how to prevent tooth decay through proper hygiene and smart snacks and food choices, July 1, 2016 through June 30, 2017; at no cost to the District;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-23 with Interface Children and Family Services, to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services, July 1, 2016 through June 30, 2017; at no cost to the District;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-24 with Big Brothers Big Sisters of Ventura County, will provide a professional program manager at Chavez School to implement their evidence-based Site Based Mentoring Program, July 1, 2016 through June 30, 2017; at no cost to the District;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-25 with County of Ventura, to provide “Mothers and Daughters” teen pregnancy prevention workshops for families in the Oxnard School District and nursing consultation to staff and their collaborative partners, July 1, 2016 through June 30, 2017; at no cost to the District;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-26 with Dr. Staci Block, to provide professional development to the Oxnard Scholars after school program staff, August 1, 2016 through June 30, 2017; amount not to exceed \$30,000.00, to be paid with After School Education and Safety Grant Funds;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #16-28 with Diane Turini-Mize, LMFT, SEP, will provide individual and/or family psychotherapy for students in kindergarten through 8<sup>th</sup> grade, August 18, 2016 through June 30, 2017; amount not to exceed \$92,000.00, to be paid with Medi-Cal Funds;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-29 with Action Preparedness Training, to provide CPR training and First Aid training to teachers and support staff as needed, August 15, 2016 through June 30, 2017; cost is \$50.00 per person, total amount not to exceed \$6,500.00, to be paid with General Funds;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-30 with Ventura County Office of Education, Migrant Education Program, Region 17, to provide Identification and Recruitment Services; amount not to exceed \$60,000.00, to be reimbursed to the Oxnard School District from Ventura County Office of Education;</li> </ul>	Freeman/ Thomas

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

**C.I Agreements (continued)**

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #16-31 with Continuing Development Inc., to provide the Harrington NfL Preschool Program, July 1, 2016 through June 30, 2017; amount not to exceed \$206,236.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #16-32 with Mixteco/Indigena Community Organizing Project (MICOP), to provide case management, resource &amp; referral services specifically to the Mixteco Community, July 1, 2016 through June 30, 2017; amount not to exceed \$89,698.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #16-33 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Aprendiendo con Mama y Papa workshops specifically to the Mixteco Community, July 1, 2016 through June 30, 2017; amount not to exceed \$15,291.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #16-34 with Ventura County Office of Education, to provide Hearing Conservation &amp; Audiology Services to students in the Oxnard School District for the 2016-2017 school year; amount not to exceed \$74,900.00, to be paid with General Fund;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-37 with Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Dwire School for the 2016-2017 fiscal year; no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating;</li> </ul>	Cline/ Chessen
<ul style="list-style-type: none"> <li>▪ #16-38 with Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Foster School for the 2016-2017 fiscal year, no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating;</li> </ul>	Cline/ Chessen
<ul style="list-style-type: none"> <li>▪ #16-39 with Ventura County Office of Education for the use of facilities at Ritchen School for the 2016-2017 fiscal year; VCOE pays OSD \$8,000.00 annually for the use of one classroom and one co-ed ADA compliant restroom;</li> </ul>	Cline
<ul style="list-style-type: none"> <li>▪ #16-40 with enVision Consulting Group, to assist with the preparation of the Oxnard School District Annual Parent Handbook for 2016-2017 as required by the California Education Code 48980; amount not to exceed \$5,000.00, to be paid with General Funds;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #16-41 with Blackboard, to provide Edline Web Hosting and Forms &amp; Survey services districtwide, July 1, 2016 through June 30, 2016; amount not to exceed \$29,178.62, to be paid with Title I Funds.</li> </ul>	Freeman/ Mitchell

**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 Request for Approval of Renewal Agreement #16-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets**

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services that the Board of Trustees approve Renewal Agreement #16-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets for the use of the Educational Service Center (ESC) front parking lot for the period of July 1, 2016 through June 30, 2017; at a cost to Vallarta of \$30,000.00.</p>	<p>Dept/School Cline</p>
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**C.3 Approval of Contract Renewal for Agreement #98-82 Pupil Transportation Services And Agreement #98-83 Lease of Transportation Facilities for the 2016-2017 School Year with Durham School Services**

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Transportation Manager, that the Board of Trustees approve the renewal of Agreement #98-82 for Pupil Transportation Services and Agreement #98-83 for the Lease of Transportation Facilities with Durham School Services for the fiscal year 2016-2017; amount not to exceed \$2,100,000.00, to be paid with General Fund.</p>	<p>Dept/School Cline/ Briscoe</p>
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**C.4 Ratification of Agreements**

<p>It is recommended that the Board approve the following ratification of agreements:</p> <ul style="list-style-type: none"> <li>▪ #15-247 with Teaching Learning Creating, Plus (TLC+), to provide non-public school services for student JG052605 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$12,684.72, to be paid with Special Education Funds;</li> <li>▪ #15-248 with Assistance League School, to provide non-public school services for two (2) additional pre-K students for the 2015-2016 school year, including Extended School Year; amount not to exceed \$4,710.00, to be paid with Special Education Funds;</li> <li>▪ #15-249 with Casa Pacifica School, to provide non-public school services for student AS051306 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$11,033.00, to be paid with Special Education Funds;</li> <li>▪ #15-250 with Ventura County Office of Education, to provide the TUPE Consortium Project Coordinator, Clerical position and Project Specialist to aide in recruitment, implementation and training, for a three (3) year term beginning July 1, 2015 through June 30, 2018; all costs for this program will be reimbursed by the State;</li> <li>▪ #15-251 with Arts and Healing Initiative, to provide professional development training to Oxnard School District's Outreach Specialists and School Counselors on June 8 &amp; 9, 2016; amount not to exceed \$2,500.00, to be paid Title I Funds.</li> </ul>	<p>Dept/School  Freeman/ Gern  Freeman/ Gern  Freeman/ Gern  Freeman/ Ridge  Freeman/ Ridge</p>
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**Section C  
CONSENT AGENDA**

(continued)

**C.5 Approval to Attend Out of State Conference, 20<sup>th</sup> Annual Safe and Civil Schools Conference – Portland, Oregon**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services, that the Board of Trustees approve request for Mr. Michael Chris Ridge, Director of Pupil Services and eleven (11) other OSD staff members, to attend the 20 <sup>th</sup> Annual Safe and Civil Schools Conference in Portland, Oregon, July 17-21, 2016; total cost not to exceed \$36,500.00, to be paid with Allocated General Funds - LCFF.	Dept/School Freeman/ Ridge
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**C.6 Approval to Attend Out of State Conference for Nurse Coordinator, Carmen Rosenberg – New Brunswick, New Jersey**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services, that the Board of Trustees approve request for Carmen Rosenberg, Nurse Coordinator, to attend the Johnson & Johnson School Health Leadership Program in New Brunswick, New Jersey, July 17-22, 2016; total cost not to exceed \$1,300.00, to be paid with Pupil Services Funds.	Dept/School Freeman/ Ridge
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**C.7 Approval of Program Self Evaluation Report 2015-2016 – California Department Of Education – Early Education and Support Division (CDE-EESD)**

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 California Department of Education – Early Education and Support, Program Self Evaluation Report for 2015-2016.	Dept/School Freeman/ Thomas
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**C.8 Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services Throughout Fiscal Year 2016-2017**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Purchasing, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented; any fees incurred will be charged to end user’s budget.	Dept/School Cline/ Franz
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**C.9 Request for Approval of 2016-2017 Education Protection Account (EPA) Spending Plan**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance, that the Board of Trustees approve the 2016-2017 Education Protection Account Spending Plan.	Dept/School Cline/ Penanhoat
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**C.10 Selection of Vendors for Child Nutrition Program**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Assistant Director of Child Nutrition Services, that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2016-2017 school year.	Dept/School Cline/ Chessen
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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.11 Resolution #16-01 To Authorize Appropriation Transfers for 2015-2016***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees approve Resolution #16-01 to authorize appropriation transfers for the 2015-2016 fiscal year, and authorize its filing with the Ventura County Office of Education.	Dept/School Cline/ Penanhoat
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***C.12 Resolution #16-02 For Authorization To Make Temporary Loans Between District Funds For 2016-2017***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees approve Resolution #16-02, authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.	Dept/School Cline/ Penanhoat
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***C.13 Resolution #16-03 Authorization For Expenditure Transfers For 2016-2017***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees approve Resolution #16-03, authorizing expenditure transfers for the 2016-2017 fiscal year, and authorize its filing with the Ventura County Office of Education.	Dept/School Cline/ Penanhoat
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***C.14 Purchase Order/Draft Payment Report #15-07***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report #15-07, as submitted.	Dept/School Cline/ Franz
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***C.15 Enrollment Report***

Attached for the Board's information is the district's enrollment report for the month of May 2016.	Dept/School Cline
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***C.16 Certification of Signatures***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.	Dept/School Cline
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***C.17 Establish/Abolish/Reduce/Increase Hours of Positions***

It is recommended that the Board approve the establishment, abolishment, reduction or increase in hours for classified positions, as submitted.	Dept/School Koch
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***C.18 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 the Oxnard School District and Oxnard Educators Association (OEA) 2015-2016 Collective Bargaining Agreement (Vaca)**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees adopt the 2015-16 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

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

**ROLL CALL VOTE:**

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

**D.2 Approval of Oxnard School District 2016-2017 Local Control and Accountability Plan (Freeman)**

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

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

**ROLL CALL VOTE:**

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

**D.3 Adoption of Oxnard School District 2016-2017 Budget (Cline/Penanhoat)**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance, that the Board of Trustees adopt the Oxnard School District Budget for the 2016-2017 fiscal year.

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

**ROLL CALL VOTE:**

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

**D.4 Informal Bid Award and Approval of Agreement #16-36 for Bid #15-INF-01, Fremont Bldg. 900 Tackable Wall Project with MG Custom Interiors Inc. (Cline/Bhatia)**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve the award of Bid #15-INF-01, Fremont Bldg. 900 Tackable Wall Project, and enter into Agreement #16-36 with the low bidder, MG Custom Interiors Inc., pursuant to Public Contract Code §22034; amount not to exceed \$37,570.00, to be paid with Deferred Maintenance Funds.

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

**ROLL CALL VOTE:**

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

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

**Section D  
ACTION ITEMS**

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

***D.5 Approval of Field Contract #FC-P16-05567 – Borchard Construction Inc. (Cline/Bhatia)***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P16-05567, for the Concrete Removal and Replacement at Sierra Linda School, to Borchard Construction Inc.; amount not to exceed \$21,620.00, to be paid with Deferred Maintenance Funds.

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

**ROLL CALL VOTE:**

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

***D.6 Ratification of Supplemental WAL #001 to WAL #005 with ATC Group Services LLC for the Lemonwood School Reconstruction Project (Dr. Morales/Cline/CFW, Inc.)***

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Supplemental WAL #001 to WAL #005 with ATC Group Services LLC, for the preparation of an addendum to the Preliminary Environmental Assessment (PEA) for the Lemonwood School Reconstruction Project per Master Agreement #13-135; in the amount not to exceed \$10,000.00, to be paid with Measure R Bond Funds.

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

**ROLL CALL VOTE:**

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

***D.7 Ratification of Supplemental Work Authorization Letter #2-S (“WAL #2-S”) for Agreement #13-123 for Koury Engineering & Testing, Inc. (Dr. Morales/Cline/CFW, Inc.)***

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Supplemental Work Authorization Letter #2-S to Agreement #13-123 with Koury Engineering & Testing, Inc., for additional Geotechnical Testing, Observation and Inspection services completed for the Harrington Reconstruction Project; amount not to exceed \$79,328.50, to be paid with Measure R Bond Funds, Developer Fees and School Facilities Program (“SFP”) grant reimbursements.

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

**ROLL CALL VOTE:**

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

***D.8 District iPad Self-Insurance and 2015-16 Loss Information (Freeman/Mitchell)***

It is the recommendation of the Assistant Superintendent, Educational Services and the Chief Information Officer, that the Board of Trustees approve continuing the District’s self-insurance plan at the new rates of \$15.00 per year per iPad, and \$30.00 per year per laptop.

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

**ROLL CALL VOTE:**

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

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

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

**No Reports/Discussion Items will be presented.**

**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 AR 5141.31 BP 5141.31	Students IMMUNIZATIONS	Freeman/ Ridge
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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)*

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

Notes:

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

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

Notes:

***ADJOURNMENT***

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Moved:  
Seconded:  
Vote:

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

Regular Board Meeting  
May 4, 2016

Minutes not yet approved

The Board of Trustees of the Oxnard School District met in regular session at 5:01 p.m. on Wednesday, May 4, 2016, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Natalie Garcia, 2nd grader in Mrs. Leppaluoto’s class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Natalie Garcia, 2nd grader in Mrs. Leppaluoto’s class read the District’s Vision and Mission Statements in English and Thristan Flores Villanueva, 2<sup>nd</sup> grader in Mrs. Kleinheksel’s read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Mrs. Bertha Anguiano, Principal of Emilie Ritchen School thanked the Board for the opportunity to present Emilie Ritchen and shared their new logo for Emilie Ritchen the School of Science & Technology. She reported on positive school climate through CHAMPS, safety, focus strand, EL student support and parent and community involvement.

PRESENTATION BY RITCHEN SCHOOL

Presiding President Debra Cordes thanked the students and staff for participating in the board meeting. Dr. Morales thanked the students, parents, teachers and staff for being present at the board meeting.

A.5 Changes to the agenda were noted:

- Pulled Agreement #16-01 with City of Oxnard Recreation and Community Services ASES due to contract not being presented to the City Council at their May 3, 2016 meeting as original planned;
- Trustee O’Leary requested C.7 Request for Approval to Attend Out of State Training be moved to the Action Agenda for discussion, it became D.5;

ADOPTION OF THE AGENDA

On motion by Trustee Duff, seconded by Trustee O’Leary and carried on a roll call vote of 2-1, Trustee O’Leary being the nay vote; the Board adopted the agenda, as amended. The question arose if the Board could continue without an adopted agenda due to lack of a quorum. Ms. Sawhney, district legal counsel, informed the Board Members that she would need to clarify and recommended a recess.

A.6 The Board recognized Luz Gonzalez, 6<sup>th</sup> grader at RJ Frank Middle School who won the 2016 California Strawberry Festival’s Youth Art Contest.

STUDENT RECOGNITION OF STRAWBERRY FESTIVAL YOUTH ART CONTEST WINNER

The Board of Trustees recessed from 5:30 p.m. until 5:35 p.m. (Recess)

The Board reconvened to open session and Ms. Sawhney reported that the Board could move forward with the agenzized meeting, the purpose of the agenda is to properly notice the business that will be conducted and that we have a quorum to conduct the business.

Ms. Robin Freeman, Assistant Superintendent, Educational Services, introduced Mr. Chris Ridge, Director of Pupil Services who provided a thorough presentation on the District’s implementation of CHAMPS, a positive behavior approach that explains to students what is expected. Following discussion, the Board thanked Mr. Ridge for the presentation. STUDY SESSION CHAMPS

President Robles- Solis arrived at 6:01 p.m. (Arrival of Trustee)

ANNOUNCEMENTS PRIOR TO CLOSED SESSION May 4, 2016:

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 – one (1) case

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 15-12 (Action Item)

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

- Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Fourthly, 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

Trustees convened to closed session at 6:26 p.m. until approximately 7:07 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Robles-Solis reported the Board deliberated on students matters in closed session and took take action in open session actions: REPORT ON CLOSED SESSION

- On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; on the matter of Case #15-12 the Board of Trustees approved administrations recommendation. (Motion #15-124)
  
- A.12 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees read into record and presented Resolution #15-30 “Teacher Appreciation Week 2016” recognizing May 2-6, 2016, as Teacher Appreciation Week 2016 and presented the resolution to Robin Lefkovits, OEA President and Cheryl Gunther, Vice President. RECOGNITION FOR “TEACHER APPRECIATION WEEK 2016” (Motion #15-125)
  
- A.13 On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; the Board of Trustees read into record and presented Resolution #15-31 for National School Nurse Day, May 11, 2016 to Mr. Chris Ridge on behalf of the School Nurses. RESOLUTION #15-31 FOR NATIONAL SCHOOL NURSE DAY – MAY 11, 2016 (Motion #15-126)
  
- A.14 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees read into record and presented Resolution #15-37 “Better Hearing & Speech Month – May 2016” to several Speech/Language and Hearing Specials in attendance. ADOPTION AND PRESENTATION OF RESOLUTION #15-37 BETTER HEARING & SPEECH MONTH – MAY 2016 (Motion #15-127)
  
- B.1 President Robles-Solis read the Rules For Individual Presentations in English and Clerk Cordes read them in Spanish. RULES FOR PRESENTATIONS
  
- The following individuals addressed the Board of Trustees: PUBLIC COMMENT
  
- Former Board Member Ana Del Rio-Barba, congratulated the Board on the groundbreaking of Lemonwood School. Stated she had sent an email to Board Members this morning and read into record concerns with the ELD Specialist position, reorganization and restructure of department and the job description for DLI Director.
  - Frank Barba, retired administrator, concerned with the low student academic achievement in the Oxnard School District, lack of services and opposed to a future bond.
  - Cynthia Garcia-Doane, current ELD Implementation Specialist and State AMAE President, concerned with new job description for DLI Director and lack of qualifications and experience, requested the Board carefully review the item on the agenda. Stated she had sent the Board an email this morning and requested they review the report.
  
- Trustee O’Leary requested that Item C.8 be moved to action for discussion which became D.6. (Request to Move C.8 to D.6)
  
- The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee O’Leary, and carried on a roll call vote of 4-0, as amended. CONSENT AGENDA (Motion #15-128)

C.1 Approved the following agreements:

(Approval of Agreements)

- #15-230 with The Bodine Group, to provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach; May 7, 2016 through May 6, 2017; amount not to exceed \$25,000.00 plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations Funds;
- #15-231 with Oxnard Performing Arts & Convention Center, for the 8<sup>th</sup> Grade Promotion Ceremonies for Frank, Fremont and Haydock Middle Schools on Thursday, June 16, 2016; amount not to exceed \$2,088.75, to be paid with Unrestricted General Funds;
- #15-232 with The Great Books Foundation, to provide an on-site two day Shared Inquiry Essential Course to teachers at Fremont Middle School on May 31<sup>st</sup> and June 1<sup>st</sup>, 2016; amount not to exceed \$4,750.00, to be paid with Title I Funds;
- #15-233 with Ventura County Office of Education, to provide three (3) full days and one (1) half day of educational blogging training for McKinna School teachers and administrators; amount not to exceed \$3,625.00, to be paid with Title I Funds;
- #15-234 with Buck Institute for Education, to provide training in Project Based Learning for up to 35 educators from the Oxnard School District's three (3) middle school academies on May 18, 2016; amount not to exceed \$5,700.00, to be paid with MSAP Grant;
- #16-02 with The University Corporation, to provide professional development and coaching to design lesson activities and assessments for three (3) 8<sup>th</sup> grade mathematic teachers; May 5, 2016 through December 31, 2018; no cost to the District;
- #16-03 with Oxnard Performing Arts & Convention Center, for the 2016 SIP Day Orientation on August 16, 2016; amount not to exceed \$1,219.00, to be paid with Unrestricted General Funds;
- #16-04 with Oxnard Police Department, to provide the services of two (2) School Resource Officers to support the Oxnard School District; July 1, 2016 through June 30, 2017; amount not to exceed \$261,000.00, to be paid with School Safety Funds;

C.2 Ratified the following agreements:

(Ratification of Agreements)

- Amendment #1 to Agreement #15-02 with Ventura County Office of Education, to provide exceptional services for six (6) additional special education students during the 2015-16 school year, including Extended School Year; original contract was \$101,051.28, amendment #1 is for \$152,305.95 for a total contract of \$253,357.23; to be paid with Special Education Funds;
- Amendment #2 to Agreement #15-79 with Ventura County Office of Education, SELPA for additional Occupational Therapist (OT) services or Certified Occupational Therapist (COTA) services for the 2015-16 school year; original contract was \$107,520.00, amendment #1 was \$13,440.00, amendment #2 is for \$3,080.00, for a total contract of \$124,040.00; to be paid with Special Education Funds;
- Amendment #1 to Agreement #15-90 with CompHealth Medical Staffing, to provide additional service providers to Oxnard School District students for 2015-16 school year; amount not to exceed stated hourly rates per position, to be paid with Special Education Funds;



- #15-219 with Passageway School, to provide nonpublic school services for student RP031903 for the 2015-16 school year, including Extended School Year, beginning February 22, 2016; amount not to exceed \$26,828.00, to be paid with Special Education Funds.
- C.3 Approved Purchase Order/Draft Payment Report #15-06, as submitted. (Purchase Order/Draft Payment Report #15-06)
- C.4 Scheduled the public hearing for OEA and the District’s initial proposals for May 18, 2016. (Approval of Notice to Set Date of Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District’s (District) Initial Proposals for 2016-2017 Negotiations, Pursuant to Government Code Section 3547)
- C.5 Reviewed and accepted the 2015-2016, Third Quarter Williams VCOE Activity Report, as presented. (2015-2016 Third Quarter Williams VCOE Activity Report)
- C.6 Approved the request for overnight field trip of approximately 123 fifth grade students from McAuliffe School to participate in the Overnight Safari at the Santa Barbara Zoo on June 10, 2016 returning June 11, 2016; amount not to exceed \$9,800.00, to be paid out of PTA Funds. (Request Approval for Overnight Field Trip at Santa Barbara Zoo)
- C.7 *Moved to Section D, Action Items D.5 at the request of Trustee O’Leary.* (*Moved to D.5 Request for Approval to Attend Out of State Training – Harvard University’s Project Zero Classroom in Cambridge, Massachusetts*)
- C.8 *Moved to Section D, Action Item D.6 at the request of Trustee O’Leary.* (*Moved to D.6 Consideration of Approval of New Job Description: Director of Dual Language Programs*)
- C.9 Set the date of Wednesday, May 18, 2016 for a public hearing on the 2015-2018 Educator Effectiveness Grant. (Setting of Date for Public Hearing – 2015-2018 Educator Effectiveness Grant)
- C.10 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)

Establish:

- An eight hour, 246 day Energy Management Systems Technician, position number 7586, to be established in the Facilities department. The position will be established to provide additional support.
- A five hour and forty five minute, 246 day Office Assistant II, position number 7577, to be established in the Budget & Finance department. This position will be established to provide additional support.

Abolish:

- An eight hour, 246 day Grounds Maintenance Lead, position number 1981, to be abolished in the Facilities department. This position will be abolished due to the lack of work.

Reduce:

- An eight hour, 180 day NfL Family Liaison, position number 2429, to be reduced to six hours in the Educational Services department. This position will be reduced due to the lack of work.

**FISCAL IMPACT:**

Cost for Energy Management Systems Tech - \$81,898.00 Maintenance

Cost for Office Assistant II - \$34,977.00 General

Savings for Grounds Lead - \$87,134.00 Maintenance

Savings for NfL Liaison - \$11, 679.00 NfL funds

C.11 Personnel Action:

(Personnel Actions)

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

(CERTIFICATED)

Name

Position

Effective Date

NEW HIRES

Ricardo Torres Hernandez	Teacher, 5 SEI/ELM, Ramona	April 28, 2016
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Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Rachel Valdivia Ornelas	McKinna	September 1, 2015
Paola Cano	Substitute Teacher	2015/2016 School Year
Ricardo Martinez Barron	Substitute Teacher	2015/2016 School Year

RETIREMENT

Barbara Attkisson	Teacher, 3 SEI/ELM, Marina West	August 15, 2016
Jennifer de la Torre	Teacher, K SEI/ELM, Brekke	June 18, 2016
Linda Cheryl Gunther	Teacher, ELA, Frank	June 18, 2016
Karen Miyamoto	Teacher, Kindergarten, Marina West	June 18, 2016

TEMPORARY CONTRACT

EXPIRING

Irma Sixbey	Intervention Services Provider, Ritche	March 11, 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>		
Barragan, Imelda	Paraeducator II (B), Position #2194 Pupil Services 5.75 hrs./183 days	05/09/2016
Lopez, Alejandro R.	Paraeducator II, Position #7236 Pupil Services 5.75 hrs./183 days	04/14/2016
<u>Limited Term</u>		
Cortez, Silvia	Child Nutrition Worker	03/18/2016
Davis, Dayna N.	Paraeducator	04/13/2016
Dean, Kathryn L.	Paraeducator	04/18/2016
Larios, Joanna	Child Nutrition Worker	04/02/2016
Postas, Lisa L.	Paraeducator	04/13/2016
Tellez, Cristina V.	Paraeducator	04/11/2016
<u>Resignation Correction</u>		
Arellano, Alicia	Child Nutrition Cafeteria Coordinator, Position #1388 Ramona 8.0 hrs./189 days	<del>06/21/2016</del> 04/29/2016
<u>Resignation</u>		
Fraire Miranda, Edgar	Outreach Specialist (B), Position #2688 Marshall 8.0 hrs./180 days	05/06/2016
<u>FMLA</u>		
Rosalez, Jeanette	Child Nutrition Cafeteria Coordinator, Position #1075 Brekke 8.0 hrs./189 days	04/11/2016- 06/06/2016
<u>Retirement</u>		
Denley, William R.	Security Maintenance Worker, Position #694 Facilities 8.0 hrs./246 days	07/11/1977- 06/30/2016
Magoon, Gail	Assistant to the Physically Handicapped, Position #2251 Special Education 7.0 hrs./183 days	03/30/1990- 05/18/2016
Romero, Arthur	Warehouse Worker/Delivery Driver, Position #841 Warehouse 8.0 hrs./246 days	11/15/1989- 06/30/2016

D.1 Ms. Robin Freeman, Assistant Superintendent, Educational Services stated the item was a request coming from the Director of MSAP according to one of the requirements for the MSAP Grant to enhance the brand of schools.

APPROVAL OF  
AGREEMENT #15-222  
GLORIA CENTURION  
ARCE  
(Motion Failed #15-129)

On motion by Trustee O'Leary, seconded by Trustee Duff, following discussion the Board requested more information on how the artist was selected, is the person a local artist, was there a bidding process and wanted to view some of the artist's work. A roll call vote was taken of 0-4 - Nays, motion failed and item was tabled to the next board meeting.

- Ana Del Rio-Barba, Former Board Member questioned how this was going to bridge the academic gap, the funds could be better utilized on the students and what was the process of qualifying to paint a mural.

Public Comment

D.2 Mr. Yuri Calderon from Caldwell Flores Winters, Inc. provided a brief summary on the requested amendment.

CONSIDERATION AND APPROVAL OF AMENDMENT #001 TO AGREEMENT #13-121 FOR SVA ARCHITECTS TO PROVIDE ADDITIONAL ARCHITECTURAL SERVICES FOR THE ELM RECONSTRUCTION PROJECT FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO PROVIDE REVISED PLANS FOR THE KITCHEN (Motion #15-130)

Following discussion, on motion by Trustee Duff, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees approved Amendment #001 to Agreement #13-121 with SVA Architects to complete additional services for the Elm Reconstruction Project for additional architectural and engineering services to provide revised plans for the kitchen redesign; amount will be a flat “all-in” Basic Fee for additional work of \$27,140.00, to be paid with Measure “R” Funds.

D.3 On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; the Board of Trustees approved the disposal of textbooks and materials, Obsolete Material Disposal No. 1, 2016, in accordance with Education Code and Board Policy.

DECLARATION, OFFER AND DISPOSITION OF OBSOLETE TEXTBOOKS AND INSTRUCTIONAL MATERIALS – OBSOLETE MATERIAL DISPOSAL NO. 1, 2016 (Motion #15-131)

D.4 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees adopted Resolution #15-36 Ordering A Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specifications of the Election Order”, to be held on November 8, 2016. Furthermore the executed resolution shall be forwarded to Ventura County Office of Education for processing with the County Clerk Office.

APPROVAL OF RESOLUTION #15-36 ORDERING A REGULAR GOVERNING BOARD MEMBER ELECTION, ORDERING CONSOLIDATION WITH OTHER ELECTIONS, AND CONSTITUTING “SPECIFICATIONS OF THE ELECTION ORDER” TO BE HELD ON NOVEMBER 8, 2016 (Motion #15-132)

D.5 Trustee O’Leary requested this item be moved from consent to action for discussion he questioned the amount and how the employees attending were selected to participate. Ms. Robin Freeman, Assistant Superintendent, Educational Services responded to the questions indicating this is one of the requirements written into the MSAP Grant.

REQUEST FOR APPROVAL TO ATTEND OUT OF STATE TRAINING – HARVARD UNIVERSITY’S PROJECT ZERO CLASSROOM IN CAMBRIDGE, MASSACHUSETTS

Following discussion, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 3-1, Trustee O’Leary being the Nay vote;

the Board of Trustees approved request for 15 middle school educators to participate in Harvard University’s Project Zero Classroom in Cambridge, Massachusetts from July 17, 2016 through July 22, 2016; amount not to exceed \$82,000.00, to be paid with MSAP Grant.

(Motion #15-133)

D.6 Trustee O’Leary requested this item be moved from consent to action for discussion. Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services provide a process summary for the new job description for the Director of Dual Language Programs. Clarifying that this position would provide assistance to the Executive Director, English Learner Services for all Dual Language Programs.

(C.8/D.6 Consideration of Approval of New Job Description: Director of Dual Language Programs)

- Frank Barba, concerned that the job description did not contain specific qualifications to be the leader of the program;
- Ana Del Rio-Barba, Former Board Member, in opposition of job description and concerned that the bilingual program in place, the Master Plan is not being utilized.

Public Comment

Following discussion, on motion by Trustee Cordes to include a BCLAD is highly desirable, seconded by President Robles-Solis and carried on a roll call vote of 2-2, tie vote motion was lost, so the item will be brought back at the next meeting.

(Tie Vote Motion Lost)

E.1 Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Ms. Anna Thomas, Director, Curriculum, Instruction and Accountability who presented the K-5 English/Language Arts & English Language Development Adoption. In conclusion, Ms. Thomas informed the Board that item would come to them at the next board meeting for approval to adopt.

REPORT ON THE PILOT OF ELA/ELD MATERIALS

- Cynthia Garcia Doane, ELD Implementation Specialist, expressed her disappointment that their department had been excluded from the pilot and adoption of the program.

Public Comment

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

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision BP 0460 AP 0460	Philosophy, Goals, Objectives, and Comprehensive Plans LCAP	Freeman
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F.2 The Board of Trustee reviewed the revised Board Policies, Administrative Regulations and Bylaws, as presented, and adopt for a second reading:

SECOND READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision AR 0420.4	Philosophy, Goals, Objectives, and Comprehensive Plans CHARTER SCHOOLS	Freeman
Revision BP 0500	Philosophy, Goals, Objectives, and Comprehensive Plans ACCOUNTABILITY	Freeman
Revision BP 6179	Instruction SUPPLEMENTAL INSTRUCTION	Freeman

Following discussion, on motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees adopted the above mentioned policies for a second reading.

(Motion#15-134)

Dr. Cesar Morales:

- Thanked the Teachers, School Nurses and Speech/Language & Hearing Specialists for their services to the students of the Oxnard School District;
- Reported the groundbreaking event at Lemonwood K-8 School was a great opportunity for the students, staff, parents and community. Appreciated the media coverage which indicates the importance of the project to the community; and thanked all involved in the project.
- Recognized the four schools that participated in the process to attend the Future Leaders Conference in Santa Barbara, there are 12 students from Frank Middle School, 6 students from Fremont Middle School, 4 students from Chavez K-8 School and one from Drifill K-8 School.
- Announced the Book Fest scheduled for Saturday, May 14, 2016 had many readers from the OSD community, School Board Members, local Mason's Organization, Wells Fargo Home Mortgage and Wellness Collaborative, Web and AVID students from Haydock and Chavez would be assisting in the event.
- Update on myOn Reading Literacy Program, to date the students have read 761,959 digital books which is up 74,538 books read since April 2016, 109,475 hours spent reading which is up 10,501 hours since April 20, 2016, for a total words read of 611,726,879, on our way to the million, billion mark he thanked the students, teachers and administrators.
- Reported this evening Oxnard Union High School District appointed their new Superintendent Dr. Penelope DeLeon, he congratulated the District as well as Dr. DeLeon.
- In closing, shared picture highlights of what is happening at various schools.

SUPERINTENDENT  
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he visited Elm School and Principal Leticia Ramos gave him a tour of the campus, 750 students and 20 portables at the K-5 school, he stated he was happy that the District was going to build a new school on the Elm campus they are in dire need of a new school;
- Reported he attended the Lemonwood Groundbreaking Ceremony on April 28, 2016 and stated that his wife Mexie Duff was the first administrator at that site when it was all portable no buildings.

TRUSTEE  
ANNOUNCEMENTS

Mr. Denis O'Leary:

- Reported he also attended the Lemonwood Groundbreaking Ceremony and appreciated seeing the students take part in the ceremony.
- Reported the next day the 29th he attended the Indigenous Knowledge Conference at Oxnard College sponsored by MICOP and other organizations, it was the 4<sup>th</sup> annual conference and he had attended three; announced the big news was that they were going to take the air through the radio station in Mixteco.
- Stated that evening he attended the Mexican Consulate with Dr. Vaca where they recognized 50 students from Soria School grades K-8.
- Future Agenda Items: discussion ideas and specifics on how to assist the teachers to improve academic achievement, discuss class size reduction under Measure R, include Project Labor Agreements in the \$130,000 million local school construction bond, partnership in the Plazas Comunitarias Program with the Mexican government to assist adults in the community, and a report on another charter school through the County that is now in our district would like the details.

Mrs. Debra M. Cordes:

- Congratulated and sent appreciation to the Teachers for Day of the Teachers, School Nurses and Speech/Language and Hearing Specialists. Reported as she went through the school bulletins she did not see a lot of reference to celebrations at the school sites.
- Reported today she visited and helped at Sierra Linda who gave personal breakfasts to all the Teachers.
- Stated the Lemonwood Groundbreaking was a fun activity and well deserving of a new school, she also stated that McKinna School needs to become a reality with the next bonds.
- Reported she visited Chavez School Ocean Kelp classrooms in Ms. Lane and Ms. Sutherland per Dr. Morales' suggestion and received a presentation on the sea, sea animals by the students who did an excellent job and great research.
- Stated as she visits schools, she speaks with the Librarians to see if there is an impact with the digital print, iPads, readers and they have seen a little bit but one librarian has been amazed by how much more students are reading which is a positive note.
- Announced that Friday, May 6, 2016 at 6:00 p.m. at Frank School AMAE would be honoring the Art and Speech Contest Winners and recognizing seven high school students that received scholarships.
- Announced May 14, 2016 is the Kiwanis Track Meet at Hueneme High School so she would be missing the Book Fest.
- Thanked everyone that is doing their job out there and remind everyone that we are here for the children.

Mrs. Veronica Robles-Solis:

- Thanked Teachers, Administrators and staff that are on tweeter updating the community and you can see everything that is happening during the week and on Saturdays on what is happening at the school sites. She encouraged the Board Members to email their pictures to Dr. Morales and encouraged everyone else to continue email, tweeter and posting.
- Thanked the Teachers, Nurses and Speech Therapists for their commitment and time to the students and community.
- Thanked the community that supported Measure R, once again there was the Lemonwood Groundbreaking Ceremony and she received nothing but positive feedback and statements and wondering what is next and what is the District's Plan. She visited Rose Avenue and they had a library that needed some TLC immediately.
- Reported that each board meeting is very important and the Board supports the teachers and staff by approving staff development, assemblies for students and providing avenues to experience new journeys.

President Robles-Solis stated she would like to conclude each board meeting reading the District's Vision and Mission Statements. Trustee Cordes read them in English and Dr. Morales read them 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 9:13 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  
May 4, 2016; 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 Joint Board/Personnel Commission Meeting  
May 11, 2016

The Board of Trustees of the Oxnard School District met in joint session with the Personnel Commission on Wednesday, May 11, 2016, in the Board Room of the Educational Services. The meeting was called to order at 5:00 p.m. by President Veronica Robles-Solis and Chairperson Commissioner Manuel Lopez.

CALL TO ORDER

Dr. Cesar Morales, District Superintendent led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Present were President Veronica Robles-Solis, Trustees Debra M. Cordes, Denis O’Leary, and Albert Duff Sr.; Trustee Ernest Morrison was absent due to a prior commitment. Staff members present were Dr. Morales, Superintendent and Assistant Superintendent Dr. Jesus Vaca. Present from the Personnel Commission were Member Jan Rhoades and Chair Manuel Perez.

ROLL CALL

On motion of Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the agenda was adopted, as presented.

ADOPTION OF AGENDA

On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; the Board of Trustees read and presented Resolution of Appreciation #15-38 for the Classified Employees of the Oxnard School District, acknowledging the week of May 15-21, 2016 as “*Classified Employees Week*”, to Jabbar Wofford, President, CSEA Chapter 272.

RESOLUTION #15-38 FOR CLASSIFIED EMPLOYEES (Motion #15-135)

The following individuals spoke to commend classified employees of the year:

- Mr. Jabbar Wofford, President, CSEA Chapter 272
- Dr. Cesar Morales, District Superintendent
- Dr. Jesus Vaca, Assistant Superintendent, H.R.
- Ms. Brenda Muth, OSSA President
- Dr. Jairo Arellano, AMAE President
- Mrs. Veronica Robles-Solis, Board of Trustees President
- Mr. Manuel Perez, Member Personnel Commission, Chair

Mr. Jon Koch provided information on the nomination process and selection of recipients.

Awards were presented as follows:

RECIPIENT	CATEGORY/SUPERVISOR	PRESENTERS
Saul Perez	Maintenance/ Operations Graphics/Transportation/ Warehouse & OPIE	Trustee Duff
Rosa Campos	Instructional Classroom Support	Commissioner Perez
Michelle Sandoval	Office & Technical Support Office Support	Dr. Morales
Jimmy McAuley	Campus Assistant	President Robles-Solis

<b>RECIPIENT</b>	<b>CATEGORY/SUPERVISOR</b>	<b>PRESENTERS</b>
Veronica Coke	Child Nutrition	Commissioner Rhoads
Alfredo Gutierrez	Classroom Support Services	Trustee O’Leary
Vincent McGarry	Classified Management	Trustee Cordes

There being no further business, on motion by Commissioner Perez, seconded by Commissioner Rhoads, and carried on a 2-0 vote; the Personnel Commission adjourned the meeting at 6:15 p.m.

ADJOURNMENT  
PERSONNEL  
COMMISSION

There being no further business, on motion by Trustee Cordes seconded by Trustee Duff and carried on a roll call vote of 4-0, President Robles-Solis adjourned the meeting at 6:16 p.m.

ADJOURNMENT

The Board and Personnel Commissioners recognized all recipients and invited the audience to attend the reception.

RECESS AND  
RECEPTION

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 May 11, 2016; 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(s): Robin Freeman

Date of Meeting: 6/22/16

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 #15-252 – Buck Institute for Education (Freeman/West)**

The Buck Institute for Education will provide training in Project Based Learning for up to 35 educators from the Oxnard School District’s three (3) middle school academies on June 27, 28, and 29, 2016. Training will take place at the OSD District Office facility.

**FISCAL IMPACT:**

Not to exceed \$10,500.00 – MSAP

**RECOMMENDATION:**

It is recommended by the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-252 with the Buck Institute for Education.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-252, Buck Institute for Education (1 Page)  
Services Agreement, Buck Institute for Education (8 Pages)  
Certificate of Insurance (3 Pages)

**AGREEMENT #15-252 BETWEEN  
BUCK INSTITUTE FOR EDUCATION AND OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND FOLLOW-UP  
IN MSAP OBJECTIVES PROJECT BASED LEARNING**

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

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the Buck Institute for Education will work together toward training Oxnard STEAM Academy educators in project based learning. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Buck Institute for Education agrees to:**
  - a. Provide three consecutive days of training for 35 Oxnard School District educators in Project Based Learning as part of the PBL 101 Workshop.
  - b. Provide and ship 35 PBL 101 Workbooks to the Oxnard School District.
  - c. Provide Oxnard School District with a Certificate of Insurance naming the Oxnard School District as “additional insured”.
  - d. Total program costs not to exceed \$10,500.00 for professional development, consultant travel and accommodations and other applicable fees along with 35 PBL Workbooks.
  - e. BIE and Client agree that BIE will assign an appropriately trained and experienced primary presenter, a “National Faculty” designee, for the training program described in this Contract. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE. The person(s) assigned by BIE to act as presenter of BIE materials under this Contract is not an agent of BIE and has no authority to modify the terms and provisions of this Contract on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Contract which are not specified in this Contract. The assigned presenter is solely responsible for his/her conduct, manner and actions in presentation of BIE materials under this Contract.
  
2. **Oxnard School District- MSAP funded STEAM Academies - agrees to:**
  - a. Pay \$10,500.00 for the all-inclusive PBL 101 Workshop. The price of this workshop includes consultant travel and accommodations, along with 35 copies of the PBL 101 Workbook and other applicable fees. This workshop takes place over the course of 3 consecutive days.
  - b. Provide the site for training.
  - c. Provide LCD monitor set up.
  - d. If District cancels workshop(s), District will be responsible for non-refundable expenses (minimum \$250 per workshop) already incurred. If District reschedules workshop(s), District will be responsible for any additional costs associated with rescheduling.

Oxnard School District will monitor this agreement to oversee implementation of PBL 101 Workshop training. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented June 27-29, 2016.

**OXNARD SCHOOL DISTRICT:**

**BUCK INSTITUTE FOR EDUCATION:**

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

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

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

Andrea Small, Senior Director, Finance  
*Typed Name/Title*

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

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



OSD AGREEMENT #15-252

B U C K I N S T I T U T E F O R E D U C A T I O N

P R O J E C T B A S E D L E A R N I N G F O R T H E 2 1 <sup>S T</sup> C E N T U R Y

## SERVICES AGREEMENT

Agreement Number: A-1665

Agreement Date: May 24, 2016

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### Address Information

Bill to:  
1051 South A Street  
Oxnard, CA  
93030

Ship to:  
1051 South A Street  
Oxnard, CA  
93030

### Billing Information

Company Name: Oxnard School District  
Contact Name: Mayte Ruiz  
Email Address: mruiz@oxnardsd.org

Phone: 805 385-1501 ext. 2454  
Fax:

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### Services

Service	Service Price (USD)	Quantity	Total Service Price (USD)
PBL 101	\$10,500.00	1	\$10,500.00

**Total: USD \$10,500.00**

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*Pricing is all-inclusive of facilitators' travel and accommodations within the continental United States, along with other applicable fees. The prices listed are in USD and do not include any applicable taxes for services provided outside of the United States.*

*The price of the PBL 101 Workshop also includes 35 copies of the PBL 101 Workbook shipped to the client's site. Publications are not included in the price of other BIE services (including Sustained Support Visits). All other BIE publications can be purchased at: [www.bie.org/shop](http://www.bie.org/shop).*

*This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed. BIE reserves the right to increase workshop prices periodically. The prices listed on the Services Agreement do not ensure the same pricing for additional service(s) scheduled at a later date.*

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## **Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)

No

Yes

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

***If your organization requires a PO, the PO must be delivered to BIE 30+ days prior a service start date. If the PO is not provided within 30 days prior to the scheduled service start date, BIE reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client.***

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## **Terms and Conditions**

1. BIE will provide the Client with the professional development services as specified above.
2. BIE is the sole provider of these services due to the copyrighted materials used. BIE shall retain exclusive copyrights to all its existing written and audiovisual material provided in the training. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by participants during professional services events.

3. The Client agrees to provide a meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.
4. The maximum capacity for each service is 35 participants. If the participants exceed 35 for each service, BIE reserves the right to cancel the service. If the presenter is able to accommodate the additional participants, the Client will be charged the appropriate fees for additional services provided.
5. Participation in BIE service offerings is limited to members of your organization. These seats are not for resale without expressed written permission from BIE.
6. BIE and the Client agree that BIE will assign an appropriately trained and experienced primary presenter, a "National Faculty" designee, for the training program described in this Contract. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE. The person(s) assigned by BIE to act as presenter of BIE materials under this Contract is not an agent of BIE and has no authority to modify the terms and provisions of this Contract on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Contract which are not specified in this Contract. The assigned presenter is solely responsible for his/her conduct, manner and actions in presentation of BIE materials under this Contract.
7. BIE will submit invoices to the Client within 30 days following each service provided, per the Scope of Work.
8. The Client will submit payment to BIE upon receipt of said invoices, net 30 days from receipt of invoice.
9. If your organization requires a PO, the PO must be delivered to BIE 30+ days prior a service start date. If the PO is not provided within 30 days prior to the scheduled service start date, BIE reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.
10. A notice of cancellation or rescheduling of any scheduled services must be made in writing 60 days in advance of the scheduled date. Cancellations and rescheduling requests for each service are subject to the following fees in order to compensate for costs already incurred by BIE as a part of the scheduling process.
11. The organization will be invoiced for the rescheduling fee listed below and must provide BIE with rescheduled dates within 30 days of the initial rescheduling request. If the organization cancels or no rescheduled date is provided within 30 days, the organization will be invoiced for the full cancellation fee.

<b>Notification Period (# of days prior to the confirmed service delivery date)</b>	<b>Rescheduling Fee (per service) (USD)</b>	<b>Cancellation Fee (per service) (USD)</b>
60+ days	\$0	\$0

31-60 days	\$250	\$2,500
8-30 days	\$500 *	\$2,500
1-7 days	\$750*	\$2,500
< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	\$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service

\* Including, but not limited to, failure to provide BIE with a PO if the Client requires PO for purchase or payment of these services.

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### Signature Block

Signature:

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Name: *Lisa Franz*

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Date

Signed:



Bob Lenz  
Executive Director  
Buck Institute for Education



## Appendix

<b>Service</b>	<b>Start Date</b>	<b>End Date</b>
PBL 101	6/27/2016	6/29/2016

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:

Initial Here: \_\_\_\_\_

### **BIE Service Descriptions**

<b>Core &amp; Systemic Service Offerings</b>	
<b>Service</b>	<b>Service Description</b>
PBL 101 Workshops	<p>PBL 101 is BIE's foundational three-day (consecutive, 7.0 hours per day) onsite workshop. Based on BIE's model of Gold Standard PBL, the workshop provides participants with the skills and knowledge needed to design, assess and manage a rigorous, relevant, and standards-based project. The workshop models the project process. Facilitated by one of BIE's expert National Faculty, the workshop is a balanced blend of direct instruction, video analysis, hands-on work, resource sharing, and peer collaboration and feedback. Participants are actively engaged in project design, with the expectation that every teacher or teaching team will generate a project plan that receives formative feedback from both participants and BIE National Faculty.</p> <p>All participants (limited to 35 per workshop) receive a free copy of BIE's highly regarded PBL 101 Workbook, which is exclusively for PBL 101 participants and not sold separately.</p>
Sustained Support Visits	<p>Sustained Support Visits are onsite instructional coaching events for participants who attended the PBL 101 Workshop. These visits are spaced throughout the school year following the 101, and are based on participant need. BIE conducts a survey of participating teachers and</p>

	<p>administrators and uses that data to develop a tailored session to support teachers in areas related to project design, assessment, and management.</p> <p>BIE requires districts who partner with us contract for these onsite visits, as multiple studies have indicated the importance of ongoing support as a feature of successful professional development and transformation in teacher practice.</p>
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<b>Systemic Service Offerings</b>	
<b>Service</b>	<b>Service Description</b>
<p>PBL Leadership Development Workshop Series</p>	<p>The PBL Leadership Development Workshop Series equips instructional leaders with the skills and knowledge needed to create the systemic conditions necessary for successful and sustainable PBL implementation. This series is a required feature of BIE's three-year implementation plans and is not offered independently. Workshop participants should include district leadership, instructional coaches, department chairs, site leadership and teacher leaders. The 8-day series, usually spread over the course of one year, includes modules on key protocols, collegial conversations, analysis of student work, instructional rounds, walkthroughs, data analysis, etc. Participation in any one workshop in the series is limited to 50.</p>
<p>Systemic Implementation Planning Workshop</p>	<p>BIE supports systemic PBL implementation efforts by entering into partnerships with districts. These efforts begin by designing a flexible multi-year implementation plan during the full-day onsite PBL Implementation Planning Workshop. This fee-based planning workshop is the first step in the process. All members of the site-based leadership team work collaboratively with our Director of Implementation and a Systemic Partnership Coach to design the plan.</p> <p>During the session, we use our proprietary model to design a plan that has, as its central goal, the sustainable implementation of Project Based Learning. Plans take into account the needs of all stakeholders in the organization and leverage existing initiatives. BIE generates the plan and related budget within 10 days of the meeting's conclusion and submits it for partner approval. The plan is revised on semi-annual basis to ensure goals remain achievable.</p>

<p>PBL Sustainability Program – Workshop Facilitation</p>	<p>The PBL Sustainability Program - PBL Workshop Facilitation is a structured apprenticeship that prepares local instructional leaders to facilitate their own world-class PBL workshops based on BIE’s model. This program builds organizational capacity for Gold Standard PBL. Every candidate, chosen by the partner, is assigned one or more National Faculty members to guide him or her through the 6-10 month program. Graduates of the program will receive access to and training on BIE's latest content, tools and techniques for the duration of the partnership. They will remain certified for two years following the end of the partnership. In order to continue receiving updated tools and materials, PBL Sustainability Program graduates will need to re-certify their status by attending PBL World or one of our PBL Academies.</p>
<p>PBL Sustainability Program – PBL Coaching Series</p>	<p>The PBL Sustainability Program - PBL Coaching Series is an eight-week online course that supports educators who provide PBL instructional coaching or leadership. It is required that participants have successfully completed a PBL 101 workshop prior to enrolling. Through a series of video samples, case studies, readings, and journaling, participants gain skills, strategies, and resources needed to support teachers and leaders with Gold Standard PBL implementation. Participation is asynchronous and includes discussion boards, a reflective journal, and a forum to ask questions and share best practices.</p>
<p>Systemic Partnership Coach (SPC)</p>	<p>Systems entering into a partnership with BIE work with a Systemic Partnership Coach (SPC) to support the creation of conditions that enable PBL. BIE believes in developing powerful personal relationships with its partners and working alongside a coach is one way we build the partner relationship. The SPC’s manage BIE’s work as outlined in the plan and provide the district PBL Steering Committee with a wide variety of tools from BIE’s proprietary District Support Toolkit. In addition to providing the toolkit materials, SPC’s provide onsite and virtual support to leaders, schedule BIE staff and National Faculty for services, arrange logistics of BIE’s professional development events, generate reports, meet regularly (by phone) with the district PBL Steering Committee, tailor service components, and more. BIE's Systemic Partnership Coaches are drawn from some of the most experienced practitioners in our organization and put a friendly face on BIE's interactions with our partners.</p>
<p>Additional Days</p>	<p>In addition to the standard service length, you may wish</p>

	to schedule additional consecutive days to the end of a service.
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**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
2/5/2016

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> Commercial Lines – 707-769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 A N. McDowell Blvd Petaluma, CA 94954	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Buck Institute for Education 18 Commercial Blvd. Novato CA 94949	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company		18058
	<b>INSURER B:</b> Republic Indemnity Company of America		22179
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 10113703**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK11452025	02/05/2016	12/01/2016	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	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			PHPK1452025	02/05/2016	12/01/2016	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB529900	02/05/2016	12/01/2016	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
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			18771803	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1000000
							E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000
A	Professional Liability			PHPK1452025	02/05/2016	12/01/2016	\$2,000,000 Aggregate 1,000,000 Each Professional Incident	

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

CG 20 26 04 13 Re: Project Based Learning Professional Development Services

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

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
 Attn: Lisa Franz, Purchasing Dept.  
 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> Blanket Additional Insured</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by 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.

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

BLANKET ADDITIONAL INSURED - CG2026

Form CG2026 Additional Insured-Designated Person or Organization applies  
to:

Any person or organization other than a joint venture whom you are required to add as an additional insured on this policy under a written contract or agreement provided that the contract or agreement is in effect during this policy period and is executed prior to the occurrence which causes "bodily injury", "property damage" or "personal injury and advertising injury".

All other terms and conditions of this Policy remain unchanged.

**BOARD AGENDA ITEM**

Name of Contributor(s): Lisa Cline

Date of Meeting: 6/22/16

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 \_\_\_\_\_

**Approval of Agreement #15-253 – Nolte Associates Inc. (Cline/Bhatia)**

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Nolte Associates Inc. (NV5) will provide in-plant welding inspection services for the San Miguel Portable Project. The scope of work includes shop welding inspection (AWS/CWI) including materials ID, obtaining mill certs, confirming material requirements, verifying welding certs and WPS. The scope also includes filing DSA forms 291 and 292 if required, and Engineering Management.

**FISCAL IMPACT:**

\$5,920.00 – Deferred Maintenance

**RECOMMENDATION:**

It is the recommendation of the Director, Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #15-253 with Nolte Associates Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-253, Nolte Associates Inc. (13 Pages)  
Proposal (6 Pages)



## OXNARD SCHOOL DISTRICT

### Agreement #15-253

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June, 2016 by and between the Oxnard School District (“District”) and Nolte Associates Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 23, 2016 through August 18, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Five Thousand Nine Hundred Twenty Dollars (\$5,920.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

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

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

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

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

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Pavan Bhatia  
Phone: (805) 385.1514 x2501  
Fax: (805) 486.5848

**To Consultant:** Nolte Associates Inc.  
1868 Palma Drive, Suite A  
Ventura, CA 93003  
Attention: Scott Moors  
Phone: (805) 656.6074  
Fax: (805) 650.6264

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

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

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

26. **Administration.** PAVAN BHATIA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**NOLTE ASSOCIATES INC.:**

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

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

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

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

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

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

Tax Identification Number: 95-6002318

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



- Not Project Related  
 Project #15-253

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-253**

**SERVICES**

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

**PER ATTACHED PROPOSAL NO. 2016.06.0107, DATED 5/16/16**

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

**PER ATTACHED PROPOSAL NO. 2016.06.0107, DATED 5/16/16**

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. N/A	
B.	
C.	
D.	

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

- None.  
 See attached list.

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

- None.  
 See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related  
 Project #15-253

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-253**

**COMPENSATION**

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

Total Compensation Not to Exceed \$5,920.00

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$5,920.00 as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #15-253

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-253**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #15-253

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #15-253

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-253**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **NOLTE ASSOCIATES INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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



May 16, 2016

Proposal No: 2016.06.0107

**Oxnard School District  
Operations Service Center**  
1055 South C Street  
Oxnard, CA 93030

ATTENTION: Larry Cross

SUBJECT: **Proposal for In-Plant Welding Inspection for San Miguel E.S. Accessible Ramp / Landing**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Shop Welding Inspection (AWS/CWI) incl. Mat. ID, obtain mill certs and confirm material requirements, verify welder certs, & verify WPS	\$ 90.00 hr	56	\$ 5,040.00
DSA 292 (if required)	\$ 185.00 ea	1	\$ 185.00
DSA 291 (if required)	\$ 385.00 ea	1	\$ 385.00
Engineering Management	\$ 155.00 hr	2	\$ 310.00
<b>TOTAL:</b>			<b>\$ 5,920.00</b>

**Notes:**


- 1 Estimate is based on information provided by owner's and TMP's representative.
- 2 Estimate is based on a 7 day fabrication schedule.
- 3 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 4 Services will be performed in accordance with the accompanying "Terms and Conditions".

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
Scott Moors, CEG 1901  
Vice President

Attachments: Terms and Conditions  
2016 Fee Schedule

## GENERAL TERMS AND CONDITIONS

NV5

**1. The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide "Services" in connection with the "Project" identified in the "Proposal", consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

**2. Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

**3. Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

**4. Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

**5. Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

**6. Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling

**7. Project Changes.** In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

**8. Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

**9. Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

**10. Risk Allocation and Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

**11. Discovery of Unanticipated Hazardous Materials.** Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a renegotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by

Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

**12. Subsurface Conditions.** Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

**13. Insurance.** Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

**14. Resolution of Disputes.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

**15. Assigns.** Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

**16. Non-Solicitation & Hiring of Employees.** To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

**17. Governing Law and Survival.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. Failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**18. Billing and Payment.** Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

**19. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**20. Liability for Others.** Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

**21. Delays.** Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

**22. Waiver.** No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**23. Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

**24. Severability.** Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

**25. Entire Agreement.** To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.



## 2016 FEE SCHEDULE

### GENERAL CONDITIONS

**Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

**Turn-Around-Time** - Standard TAT indicated in superscript.

**RUSH:** 50% surcharge. Sample prioritized over other samples in que.

**PRIORITY:** 100% surcharge: Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

**Project Setup** - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

**Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

**Minimum Charges** - Special Inspections: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours.

Technicians: Minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time charged in 2-hour increments.

**Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

**Per Diem** - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

**Overtime Rates** - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work

over 12 hours in one day or over 8 hours on the 7th consecutive day, or work on holidays will be charged at 2.0 times quoted rates.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

**Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

**Outside Services / Subcontractors** - Cost plus 15% .

**Prevailing Wage** - Client agrees to notify the Laboratory, in writing, of any requirement for payment of California Prevailing Wages or other predetermined contract wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify Lab of predetermined wage requirements.

**Sample Disposition** - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

**Certified Payroll** - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

**Escalation** - Listed rates are subject to annual escalation consistent with the Consumer Price Index ([www.bls.gov](http://www.bls.gov)). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

### I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector (Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)	\$98	\$84
Roofing/Waterproofing Inspector	\$98	\$88
Concrete/Asphalt Batch Plant Inspection	\$98	\$82
ACI Concrete Technician	\$96	\$80
Senior Technician* (Soil/Asphalt/Special Testing)	\$98	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$98	\$88

\* Services such as: nuclear gauge, "Schmidt Hammer", pachometer, torque tests and pull tests are performed by Senior Technicians.

C. DSA / OSPHD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$105
Project Inspector / IOR, DSA Class II/III	\$90
DSA Masonry / Shotcrete Inspection	\$100
DSA Form 5 (Inspector Qualifications)	\$55 ea.
Special Inspection Verified Report (SIVR/VR)	\$195 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)	\$395 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$545 (min.) ea.

D. Sample Pickup Delivery, & Mileage	Standard
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$60/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$90/hr
Mileage - Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$55/day
Trip Charge (within 25 radius of Lab, if >25 mi. hourly + mileage)	\$30/trip

E. Support Staff & Special Services	Prevailing Wage	Standard
Laboratory Technician		\$90/hr
File Search, Reissue of Report	\$45/hr (min.)	
Certified Payroll Admin. (0.5 hr min./wk)	\$70/hr	
Court Appearance and Depositions (4 hr min)	\$295/hr	
Drafting/CADD	\$70/hr	
Clerical		\$60/hr

### II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor - 4hr min)	\$575/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$385/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$55/day
13. Skidmore Wilhelm, per day	\$125/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day

B. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)		
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr	\$160/hr.
2. Machine, truck, operator and helper	\$290/hr	245/hr.
3. Coring Bit Charge		\$3/inch
4. Coring truck mileage (portal to portal)		\$0.75/mi
5. Traffic Control		Per Quote

### III. LAB TESTS: AGGREGATE & SOIL

#### A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 <sup>B</sup>	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 <sup>E</sup>	\$ 340
3. Collapse – ASTM D4546 <sup>B</sup>	\$ 165
4. additional Load Increment (Consol /Collapse) – per pt.	\$ 40
5. Direct Shear, remolded sample – ASTM D3080 <sup>D</sup>	\$ 285
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 <sup>D</sup>	\$ 265
7. Expansion Index – ASTM D4829 <sup>B</sup>	\$ 160
8. Permeability, Constant Head – remolded - ASTM D2434, CT 220 <sup>D</sup>	\$ 445
9. pH (soil) – ASTM D4972 <sup>C</sup>	\$ 35
10. Resistivity – ASTM G57 <sup>C</sup>	\$ 60
11. Resistivity (Minimum), includes pH – CTM 643 <sup>C</sup>	\$ 155
12. Soil Cement – Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement – Wet-Dry Durability – ASTM D559	\$ 1100
14. Soil Cement – Compressive Strength – ASTM D1633	\$ 60
15. Soil Classification – ASTM D2488 – Visual-Manual <sup>A</sup>	\$ 45
16. Soluble Chloride (soils) <sup>C</sup>	\$ 80
17. Soluble Sulfate (soils) <sup>C</sup>	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

#### B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217) <sup>A</sup>	\$ 110
2. Sieve #200 wash only (ASTM D1140, CTM 202) <sup>A</sup>	\$ 75
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 90
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 105
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 210

#### C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 175
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 195
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 <sup>A</sup>	\$ 295
4. Maximum Density Checkpoint (4 in. mold) <sup>A</sup>	\$ 75
5. Moisture & Dry Density (ring samples) <sup>A</sup>	\$ 22
6. Moisture determination (aggregate samples) <sup>A</sup>	\$ 35
7. Caltrans Relative Compaction (Wet Density) – CTM 216 <sup>A</sup>	\$ 225

#### D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 <sup>B</sup>	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 <sup>B</sup>	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 <sup>C</sup>	\$ 410
4. Cement Treated Base (CTB), compact, cure & test <sup>E</sup>	\$ 260
5. Cement Treated Base – compression (make, cure, test – 3 spec)	\$ 565
6. Cement Treated Base – stability	\$ 525
7. Clay lumps and friable particles, per primary size – ASTM C142 <sup>C</sup>	\$ 115
8. Cleanness Test – CTM 227 <sup>A</sup>	\$ 130
9. Crushed particles, per primary size <sup>C</sup>	\$ 165
10. Durability Index (\$120 per size fraction) – CTM 229 <sup>A</sup>	\$ 215
11. Flat & Elongated Particles (per bin size) – ASTM D4791 <sup>C</sup>	\$ 190
12. Lightweight pieces, per size fraction – ASTM C123 <sup>C</sup>	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 <sup>D</sup>	\$ 380
15. Relative Mortar Strength - CTM 515 <sup>D</sup>	\$ 410
16. Organic Impurities – ASTM C40, CTM 213 <sup>B</sup>	\$ 80
17. Petrographic Analysis of Gravel – ASTM C295 (single grading) <sup>E</sup>	\$ 450
18. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) <sup>E</sup>	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method <sup>D</sup>	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) <sup>E</sup>	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method <sup>E</sup>	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) <sup>E</sup>	\$ 1600
Extend to 24-months add (C1293 requires Sp.Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo <sup>E</sup>	\$ 760
24. 'R' Value (HVEEM) (Treated material by quote) <sup>B</sup>	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) <sup>B</sup>	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) <sup>B</sup>	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 <sup>D</sup>	\$ 365
29. Uncompacted Void Content of Fine Aggregate – AASHTO T304 <sup>B</sup>	\$ 175
30. Unit weight – ASTM C29	\$ 72

#### E Dimensional Stone Tests

1. Compressive Strength – ASTM C170 <sup>D</sup>	\$ 95
2. Water Absorption & Density – ASTM C97 (3 required) <sup>D</sup>	\$ 65
3. Modulus of Rupture – ASTM C99 <sup>D</sup>	\$ 115
4. Flexural Strength – ASTM C880 <sup>D</sup>	\$ 130

(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & L to right.)  
(All prices are for prepared samples. Cutting and machining charges are extra.)

### IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

#### A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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#### B Concrete

1. Cement content of hardened concrete – ASTM 1085 <sup>E</sup>	\$ 550
2. Concrete compression: 6x12 cylinders – ASTM C39 <sup>A</sup>	\$ 25
3. Concrete compression: 4x8 cylinders – ASTM C39 <sup>A</sup>	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 6
7. Concrete core compression test – ASTM C42 <sup>C</sup>	\$ 45
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight) <sup>C</sup>	\$64
12. Drying shrinkage – ASTM C157 (set of 3, 5 ages) <sup>E</sup>	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam – ASTM C78 & C293 <sup>A</sup>	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$50
21. Lightweight insulating concrete – unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder – ASTM C469 <sup>D</sup>	\$215
23. Petrographic analysis of hardened concrete – ASTM C856 (per core) <sup>E</sup>	\$950
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 <sup>D</sup>	Per Quote
25. Splitting tensile – ASTM C496 <sup>D</sup>	\$175
26. Non-Shrink (Dry-Pack) Grout – 2"x2"x2"; set of 3	\$96

#### C Masonry

1. Absorption - brick, 5 required – ASTM C67 <sup>D</sup>	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 54
3. Compressive strength, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 45
4. Compression - masonry core <sup>C</sup>	\$ 45
5. Compression - masonry prisms 8"x 8" – ASTM C1314 (other sizes by quote – may require cutting charge)	\$ 150
6. Compression - masonry unit, 3 required – ASTM C140 <sup>D</sup> (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions – masonry unit, 3 required <sup>D</sup>	\$ 42
8. Masonry Prism Pickup (ea.)	\$ 45
9. Masonry Unit Acceptance Test – ASTM C140 <sup>D</sup> (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 30
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required – ASTM C426 <sup>E</sup>	\$ 98
15. Modulus of rupture, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 <sup>D</sup>	\$ 42
17. Shear test on masonry core – CBC 2105A.4 <sup>B</sup>	\$ 105
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 45
20. Visual Examination & Photo-document Core – CBC 2105A.4 <sup>B</sup>	\$ 45

#### Standard Turn-Around-Times (where applicable TAT indicated in superscript):

A – 3 working days	B – 5 working days	C – 7 working days
D – 10 working days	E – >10 working days	

TAT indicates testing time under typical conditions and is subject to change.

## V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

### A General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) <sup>C</sup>	\$215

### B Reinforcing Steel

1. Deformation, reinforcing steel <sup>C</sup>	\$60
2. Pre-stress, strand or wire, tensile & elongation <sup>D</sup>	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) <sup>C</sup>	\$50
5. Tensile test (rebar), up to & including #8 <sup>C</sup>	\$55
6. Tensile test (rebar) #9, #10, #11 <sup>D</sup>	\$95
7. Tensile test (rebar) #14, #18 <sup>D</sup>	\$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) <sup>D</sup>	\$215

### C Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, <¼" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >¼" cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

\*Tensile and yield by percent offset, add \$85

### D High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) <sup>D</sup>	\$ 335
2. Bolts – proof load (non-DSA) <sup>D</sup>	\$ 45
Bolts – ultimate load <sup>D</sup>	\$ 65
Bolts – hardness <sup>D</sup>	\$ 35
3. Nuts – proof load <sup>D</sup>	\$ 45
Nuts – hardness <sup>D</sup>	\$ 35
4. Washers – hardness <sup>D</sup>	\$ 35

### E Welding Procedure and Welder Qualification Tests

Coupon thickness (mild steel only)	to 3/8"	over 3/8"
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.

\*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.

\*\*Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.

## VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$150
8. Ground Rod Test (plus travel)	\$175

## VII. ASPHALT & ASPHALTIC CONCRETE

### A Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 <sup>A</sup>	\$95
2. pH determination <sup>B</sup>	\$75
3. Oven cook off (% residue) <sup>A</sup>	\$100
4. Solids content by evaporation and ignition extraction (slurry) <sup>A</sup>	\$225
5. Wet Track Abrasion – ASTM D3910 (prep. not included) <sup>A</sup>	\$270

### B Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 <sup>A</sup>	\$220
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis Ignition Oven Method – CTM 382, 202 <sup>A</sup>	\$235
Solvent Extraction Method – ASTM D2172 <sup>B</sup>	\$395
4. Extraction, % bitumen only Ignition Oven Method – CTM 382 <sup>A</sup>	\$155
Solvent Extraction Method – ASTM 2172 <sup>B</sup>	\$305
5. Film stripping – CTM 302 <sup>C</sup>	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 <sup>B</sup>	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 <sup>B</sup>	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track – AASHTO T324 <sup>B</sup>	\$1,450
9. Ignition Oven Correction Factor – CTM 382 <sup>B</sup>	\$650
10. Marshall - Stability and flow (core) – ASTM D1559 <sup>A</sup>	\$125
11. Marshall - Stability and flow (bulk) – ASTM D1559 <sup>B</sup>	\$325
12. Marshall - Specific Gravity <sup>A</sup>	\$225
13. Mix proportion - Marshall Method <sup>D</sup> with R.A.P. <sup>E</sup>	\$2,900 \$3,700
14. Mix proportion - HVEEM Method <sup>D</sup> with R.A.P. <sup>E</sup>	\$2,700 \$3,500
15. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 <sup>A</sup>	\$200
16. Moisture content – ASTM D-1461 <sup>A</sup>	\$115
17. Moisture Susceptibility – AASHTO T283 <sup>D</sup>	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 <sup>D</sup>	\$250
19. Recovery of rubber from ARHM extraction <sup>D</sup>	\$315
20. Specific gravity of core – ASTM D2726 <sup>A</sup>	\$60
21. HVEEM Stabilometer test on premixed sample – CTM 366 <sup>A</sup> Stabilometer test and mixing of sample <sup>B</sup>	\$185 \$400
22. Surface Abrasion – CTM 360 <sup>C</sup>	\$525
23. Resistance to Moisture Induced Damage (untreated) – T-283, CT 371 <sup>D</sup>	\$2,650
24. Resistance to Moisture Induced Damage (lime) – T-283, CT 371 <sup>D</sup>	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

**Standard Turn-Around-Times:** (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;  
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to change. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

**ADDITIONAL TESTS:** NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-01, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2016-2017 (Freeman/Thomas)**

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The attached contract is an agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide enrichment, recreation, literacy and math opportunities. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting.

**FISCAL IMPACT:**

Not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities to be paid from After School Education and Safety (ASES) Grant.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-01 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-01, City of Oxnard (74 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-01

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 22nd day of June 2016 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

#### RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2016-2017 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

#### OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2016 to and including June 30, 2017 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this

Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for ASES funded grant activities and/or Universal Grant monies as outlined in **Exhibit A-0**. If the amount of the Grant is modified, the Parties agree to amend the costs accordingly through written amendment.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

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

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

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

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

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

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

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

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

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

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

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



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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a "designated employee".

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of

that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

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

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials,

elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

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

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

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

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa A. Franz  
Phone: (805) 385-1501 x2414  
Fax: (805) 240-7582

**To Consultant:** City of Oxnard Recreation and Community Services  
305 W. 3<sup>rd</sup> St., First Floor West Wing  
Oxnard, California 93030  
Attention: Terrel Harrison  
Phone: (805) 385-7993  
Email: Terrel.Harrison@ci.oxnard.ca.us

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

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

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

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District

of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

**[SIGNATURES ON FOLLOWING PAGE]**

**OXNARD SCHOOL DISTRICT:**

**CITY OF OXNARD:**

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

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

**ATTEST:**

\_\_\_\_\_  
Daniel Martinez, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Stephen M. Fischer, Interim City Attorney

\_\_\_\_\_  
Risk Manager

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Terrel Harrison, Interim Recreation  
Superintendent

**APPROVED AS TO AMOUNT:**

\_\_\_\_\_  
Greg Nyhoff, City Manager

**EXHIBIT A-0**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network.

Not Project Related

Project #16-01

Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
  - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
2. Professional Development – Literacy staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
3. Professional Development – Arts/Special Enrichment staff
  - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between 2 and 4 hours a session.
  - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Physical Fitness/Recreation Staff
  - a. Participate in monthly trainings as offered by the Consultant.



Not Project Related

Project #16-01

- b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Report attendance and activities weekly by Wednesday of each week for the previous week.
2. Work with District to establish and maintain partnerships with community agencies.
3. Provide student learning and enrichment materials above and beyond materials already purchased by District.
4. Participate in collaboration activities with other participating organizations.
5. Vacate learning areas within each school in the same or better conditions as they were found.
6. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
7. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
8. Include feedback from the after school administrator and site principal when evaluating employees.
9. Submit a use of facility permit to the Facilities Department at District.
10. Meet weekly with District administrator.
11. Provide documentation of matching funds.
12. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
13. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
14. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

Not Project Related

Project #16-01

II. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Zangle.
- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

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

- A. Certificates of insurance and additional insured endorsements for 2015-2016, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Zangle Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

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

<b>STATUS REPORT FOR ACTIVITY</b>	<b>DUE DATE</b>
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Zangle attendance report and Zangle Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

None.

See attached list. **(To be provided prior to the 1st day of school)**

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

None.

See attached list.

VII. **AMENDMENT**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

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**EXHIBIT A-1**  
**General Provisions**

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. **Field Trips.** Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. **Parent/Guardian Visits:** To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. **Late Pick Up Policy:** Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. **Reportable Incidents:** If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. **Emergencies/ Disasters:** Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant

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fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify \_\_\_\_\_ at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
  
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

Consultant agrees to operate Program sports in accordance with the following provisions.

**1. General Requirements for Consultant’s Program Coaches**

**a. Satisfaction of Program staff requirements.** Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

**2. General Requirements for Student Eligibility in Program Sports**

**a. Medical clearance.** Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**b. Adherence to recommendations.** Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

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**d. Sign In and Sign Out Sheet.** Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions**

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

#### **b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

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**c. Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student’s suspected head injury, Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**4. Sudden Cardiac Arrest (“SCA”)**

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

**a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course “Cardiac Wise” (or any updated course), which is available through the CIF website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive SCA training at least once a year.



iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness**

Consultant agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

**b. Preventative Measures.** Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

**6. Methicillin-Resistant Staph Aureus (MRSA)**

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches - preventative measures.** Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to,

recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs**

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Consultant development and implementation of policy.** Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**e. Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

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**8. Event Emergency Guidelines**

**a. Adoption of policy.** Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial Review.** If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF  
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen)**

**a. Obligation to Administer Epinephrine; Authorized Individuals**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Consultant Employees and Volunteers**

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

**2. Epinephrine Prescriptions**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an

anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

**3. Requirements for the Provision of Emergency Assistance**

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

**4. Copies of Documents**

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

**Exhibit “A(2)(i)”**

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.  
 Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease <input type="checkbox"/> Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_



# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	<input type="checkbox"/> Male <input type="checkbox"/> Female	
BP	/	( / )	Pulse Vision R 20/ L 20/ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperfaxy, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat • Pupils equal • Hearing			
Lymph nodes			
Heart <sup>a</sup> • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)			
Pulses • Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) <sup>b</sup>			
Skin • HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic <sup>c</sup>			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional • Duck-walk, single leg hop			

<sup>a</sup>Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
- For any sports
- For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO

# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

Not cleared

Pending further evaluation

For any sports

For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other information \_\_\_\_\_

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**Exhibit “A(2)(ii)”**

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

<b>Symptoms may include one or more of the following:</b>	
<ul style="list-style-type: none"><li>• Headaches</li><li>• “Pressure in head”</li><li>• Nausea or vomiting</li><li>• Neck pain</li><li>• Balance problems or dizziness</li><li>• Blurred, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul>	<ul style="list-style-type: none"><li>• Amnesia</li><li>• “Don’t feel right”</li><li>• Fatigue or low energy</li><li>• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul>
<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"><li>• Appears dazed</li><li>• Vacant facial expression</li><li>• Confused about assignment</li><li>• Forgets plays</li><li>• Is unsure of game, score, or opponent</li><li>• Moves clumsily or displays incoordination</li><li>• Answers questions slowly</li><li>• Slurred speech</li><li>• Shows behavior or personality changes</li><li>• Can’t recall events prior to hit</li><li>• Can’t recall events after hit</li><li>• Seizures or convulsions</li><li>• Any change in typical behavior or personality</li><li>• Loses consciousness</li></ul>	

**What can happen if my child keeps on playing with a concussion or returns to soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport

**(INSERT SCHOOL NAME HERE)**

**Concussion Information Sheet**

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

**and**

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

**Exhibit “A(2)(iii)”**

## (INSERT SCHOOL NAME HERE)

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Dolor de cabeza</li><li>• “Presión en la cabeza”</li><li>• Náusea o vómito</li><li>• Dolor de cuello</li><li>• Problemas de equilibrio o mareos</li><li>• Visión borrosa o visión doble</li><li>• Sensibilidad a la luz o ruido</li><li>• Decaído</li><li>• Adormecido</li><li>• Mareado</li><li>• Cambios en los hábitos de dormir</li></ul> | <ul style="list-style-type: none"><li>• Amnesia</li><li>• “No se siente bien”</li><li>• Fatiga o energía baja</li><li>• Tristeza</li><li>• Nervios o ansiedad</li><li>• Irritabilidad</li><li>• Más sensible</li><li>• Confundido</li><li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li><li>• Repetir la misma pregunta o comentario</li></ul> |
|---|---|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**(INSERT SCHOOL NAME HERE)**  
Información acerca de las concusiones cerebrales

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

**Y**

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha



**Exhibit “A(2)(iv)”**

# ACUTE CONCUSSION EVALUATION (ACE)

## CARE PLAN

Gerard Gioia, PhD<sup>1</sup> & Micky Collins, PhD<sup>2</sup>

<sup>1</sup>Children's National Medical Center  
<sup>2</sup>University of Pittsburgh Medical Center

Patient Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_ ID/MR# \_\_\_\_\_

Date of Injury: \_\_\_\_\_

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

**Rest is the key.** You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

\_\_\_\_\_ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

**RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following**

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

### Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
  - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
  - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

### Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
  - Increased problems paying attention or concentrating
  - Increased problems remembering or learning new information
  - Longer time needed to complete tasks or assignments
  - Greater irritability, less able to cope with stress
  - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

### Returning to School (Continued)

**Until you (or your child) have fully recovered, the following supports are recommended:** *(check all that apply)*

- No return to school. Return on (date) \_\_\_\_\_
- Return to school with following supports. Review on (date) \_\_\_\_\_
- Shortened day. Recommend \_\_\_\_ hours per day until (date) \_\_\_\_\_
- Shortened classes (i.e., rest breaks during classes). Maximum class length: \_\_\_\_ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by \_\_\_\_%. Maximum length of nightly homework: \_\_\_\_ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

### Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

**The following are recommended at the present time:**

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
  - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
  - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

### Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

\*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

**This referral plan is based on today's evaluation:**

- Return to this office. Date/Time \_\_\_\_\_
- Refer to: Neurosurgery \_\_\_\_ Neurology \_\_\_\_ Sports Medicine \_\_\_\_ Psychiatrist \_\_\_\_ Other \_\_\_\_
- Refer for neuropsychological testing
- Other \_\_\_\_\_

**ACE Care Plan Completed by:** \_\_\_\_\_

**Exhibit “A(2)(v)”**

# Keep Their Heart in the Game

## A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

### What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

### How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

### Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

**FAINTING**  
is the  
**#1 SYMPTOM**  
OF A HEART CONDITION

### What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



## The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

### Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.  
Gasping, gurgling, snorting, moaning or labored breathing noises.  
Seizure-like activity.

### Early Access to 9-1-1



Confirm unresponsiveness.  
Call 9-1-1 and follow emergency dispatcher's instructions.  
Call any on-site Emergency Responders.

### Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

### Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

### Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

# Keep Their Heart in the Game

## Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

### Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

### Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

### What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation  
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation  
<http://www.epsavealife.org>

CardiacWise (20-minute training video)  
<http://www.sportsafetyinternational.org>



**Exhibit “A(2)(vi)”**



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

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Coaches, Athletic Directors and Administrators*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

**It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.**

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



**If you have any of these signs  
or symptoms, seek medical  
attention immediately.**



# Preventing MRSA

## *Precautions that coaches should take for preventing the spread of MRSA*

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*

# What to do about MRSA in School Athletic Programs



## Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
<b>General</b>			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
<b>Wrestling Room and Mats</b>			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
<b>Weight Room</b>			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ( $\geq$ 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

<b>Locker Rooms/Shower Rooms</b>			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<p><i>Notes:</i></p>			

**Exhibit “A(2)(vii)”**



www.cifstate.org

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Student-Athletes, Coaches and Parents*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

**If you have any of these signs or symptoms, seek medical attention immediately.**



## Preventing MRSA

*Here are some precautions for preventing the spread of MRSA*

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*

**Exhibit “A(2)(viii)”**





# CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

**Our School Policy:**

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO \_\_\_\_\_  
NO LATER THAN \_\_\_\_\_**

**Print Name of Student-Athlete:**

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the \_\_\_\_\_ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

\_\_\_\_\_  
*Signature of Student-Athlete named above*

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

\_\_\_\_\_  
Print or type name of Parent/Guardian/Caregiver signing below

\_\_\_\_\_  
Relationship to student

\_\_\_\_\_  
Signature of Parent/Guardian/Caregiver

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



**Exhibit “A(2)(ix)”**

# **EVENT EMERGENCY GUIDELINES**

**CALIFORNIA INTERSCHOLASTIC  
FEDERATION**

**MARCH, 2013**

## Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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## **GENERAL REMINDERS**

### **WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:**

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

## **PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS**

**GENERAL CONSIDERATIONS:** Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

### **A. RESPONSIBILITIES OF HOME TEAM**

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.

8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.

9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.

10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.

11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

## **B. GUIDELINES FOR VISITING TEAMS**

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

## **C. GUIDELINES FOR BOTH TEAMS**

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

## **PART II: SPECIFIC THREATS**

### **A. INJURIES AND MEDICAL EMERGENCIES**

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

### **B. FIRE**

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

### **C. EARTHQUAKE:**

#### **(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait**

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.



2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

## **B. Outside Event: DROP AND COVER AND STAY OUTSIDE**

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

## **C. Traveling to a School Event: STOP SAFELY**

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

#### **D. SEVERE WEATHER**

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY**

**GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.**

##### **A. Outside Event**

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

## **B. Inside a Building**

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

## **C. Fight Option**

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

## **F. WEAPONS WITHOUT SHOOTING**

### **A. Suspected Weapon On The Premises**

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

### **B. Observed Weapon On The Premises**

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

### **G. SUSPICIOUS BEHAVIOR**

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

### **H. CHILD ABUSE**

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.  
(Remember: All information about children and families is **confidential**)

### **Definitions Of Child Abuse:**

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

#### **I. PERSONNEL HARASSMENT**

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **J. POWER OUTAGE**

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

#### **K. MISSING CHILD**

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
  - Does s/he know how to ride the bus?
  - Does s/he have any money?
  - Are there any places in the area that the child is familiar with such as a playground or picnic area?
  - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **L. ABDUCTION**

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

#### **M. CONTROLLED SUBSTANCE (Drugs/Alcohol)**

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

#### **N. SEXUAL HARASSMENT**

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
  - What did the person say?
  - What did the person do that made you feel uncomfortable?

- When did this happen?
  - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
  4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
  5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

## **O. SEXUAL ASSAULT**

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being take to care for the injured person and to protect others.

### **Note: For Sexual Assaults:**

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

## **P. TACTICAL SITUATION**

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

## **Q. BOMB THREATS**

### **ALL BOMB THREATS MUST BE TAKEN SERIOUSLY**

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK**.....
  - **WHEN** will the device explode?
  - **WHERE** is the device?
  - **WHAT** kind of device is it?
  - **WHAT** does it look like?
  - **WHY** did you place the device?
  - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
  - Time of call
  - Exact words of caller
  - Male or female sounding voice
  - Is there a detectable accent
  - Voice tone, pitch, meter
  - Speech skills, inflections
  - Is the voice familiar
  - Background noise
  - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
  - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
  - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
  - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.



DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

**For Those Individuals Aware Of The Bomb Threat:**

**DO NOT PANIC.** Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-01**

**COMPENSATION**

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for universal ASES funded grant activities as outlined in Exhibit A-0.
  
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Thirty-Five Dollars (\$35.00) per hour without written authorization from the District Superintendent or his designee.
  
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Monthly expenditure report by school.
  - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
  - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - D. Line items for all supplies properly charged to the Services.
  - E. Line items for all travel properly charged to the Services.
  - F. Line items for all equipment properly charged to the Services.
  - G. Line items for all materials properly charged to the Services.
  - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-01**

**INSURANCE**

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

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

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.
2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
3. Insurance coverage should include:
  - a. owned, non-owned and hired vehicles;
  - b. blanket contractual;
  - c. broad form property damage;
  - d. products/completed operations; and
  - e. personal injury.
4. Workers' Compensation insurance as required by the laws of the State of California.
5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-01

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-01**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



April 13, 2016

Oxnard School District  
1055 South "C" Street  
Oxnard, CA 93030

**Re: City of Oxnard / Self-Insured Letter**

To Whom It May Concern:

This letter shall serve as written confirmation that the City of Oxnard ("City") is a duly authorized and funded self-insured entity under the laws of the State of California Government Code Sections 989 and 990.

The City is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b).

If you have any additional questions please contact me at (805) 385-7472.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rena Bassett". The signature is stylized and cursive.

Rena Bassett

**Financial Analyst / Finance Department**

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-12 – FOOD Share Inc. (Freeman/Ridge)**

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

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-12 with FOOD Share Inc., at no cost to the district.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #16-12, FOOD Share Inc. (3 Pages)  
Certificate of Insurance (8 Pages)



**MEMORANDUM OF UNDERSTANDING #16-12**  
**FOOD Share, Inc.**  
**And**  
**Oxnard School District**

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

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

**TERM:** The term of this MOU is in effect from July 1, 2016 through June 30, 2017 unless otherwise extended.

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

**DESCRIPTION OF SERVICES:**

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



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

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

**AUTHORIZED APPROVAL:**

**FOOD SHARE INC.:**

**OXNARD SCHOOL DISTRICT:**

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

Susan Haverland  
Vice President, Programs & Services  
FOOD Share Inc.

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

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

Lisa A. Franz  
Director, Purchasing  
Oxnard School District

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



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

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2016

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> <b>Tolman &amp; Wiker Insurance Services LLC #0E52073</b> 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	<b>CONTACT NAME:</b> Jessica Yasbek <b>PHONE (A/C No. Ext):</b> (805)585-6114 <b>FAX (A/C, No):</b> (805)585-6214 <b>E-MAIL ADDRESS:</b> jyasbek@tolmanandwiker.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>FOOD SHARE</b> 4156 North Southbank Road Oxnard CA 93036	<b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>NAIC #</b> 18058	
	<b>INSURER B:</b> Republic Underwriters Ins Co <b>24538</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 15/16 **GL/AUTO/UMB/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	<b>GENERAL LIABILITY</b> <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			PHPK1343088	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1343088	6/30/2015	6/30/2016	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 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB501209	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ATW 000235-04	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: CalFresh Outreach Program MOU 7/1/16 - 6/30/2017. GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form PIGLDHS1011. Endorsement applies only as required by current written contract on file.

### CERTIFICATE HOLDER

### CANCELLATION

[fax:Certificates@Oxnard]  Oxnard School District Attn-Lisa A Franz, Director of Purchasing 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  D Sutton, AAI, AIS/JE <i>Debbie A Sutton</i>
--	---

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 8. **Transfer of Rights of**



**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 8. **Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

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.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-13 – AVID Center (Freeman/Thomas)**

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AVID, Advancement Via Individual Determination, is a college readiness system that is designed to increase school wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. Through this agreement, the AVID program will be available at each Middle School (Frank, Fremont, and Haydock), as well as each K-8 School (Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria).

**FISCAL IMPACT:**

Not to exceed \$43,836.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-13 with AVID Center.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #16-13, AVID Center (9 Pages)  
Exhibits (3 Pages)  
Proposal (3 Pages)

## **AVID® STANDARD TERMS AND CONDITIONS**

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

### **Article I. Definitions**

- 1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable addenda.
- 1.2 AVID College Readiness System:
- The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials:
- Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site:
- Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies:
- Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 AVID Programs:

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (as indicated in parentheses). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 Payment Terms: The terms of when payment is due, as listed on the Quote.

1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

1.10 AVID District Director: District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

## **Article II. Period of Agreement**

2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2016 to June 30, 2017 unless earlier terminated as provided herein.

## **Article III. Licenses and Rights**

3.1

Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 Compliance With Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and Certification processes.

#### **Article IV. Compensation**

- 4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

#### **Article V. Status of Parties**

- 5.1 Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.



## **Article VI. Authority**

- 6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

## **Article VII. Termination**

- 7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

## **Article VIII. General Provisions**

- 8.1 **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 **Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 **Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 **Assignment:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Oxnard School District  
CA

\_\_\_\_\_  
Signature: AVID Center Authorized

\_\_\_\_\_  
Signature: Client Authorized

\_\_\_\_\_  
Printed or Typed Name

Lisa A. Franz  
\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Director, Purchasing  
\_\_\_\_\_  
Title of Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594

**Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training**

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

**Article I. ADL Training**

1.1 ADL Training: AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check [www.avid.org](http://www.avid.org) for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 Materials: After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 AVID National Office & Divisional Support: AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

**Article II. Term of Exhibit**

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

## Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

### Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID program—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

### Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

### **Article III. Client Responsibilities**

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.



**AVID Center HQ**  
 9246 Lightwave Ave  
 Suite 200  
 San Diego, CA 92123  
 Phone: (858) 380-4800  
 Fax: 1-800-915-6897

## Quote: Oxnard School District

To	From
Oxnard School District	Pamela Specht
Anna Thomas	E-mail: pspecht@avidcenter.org
1051 South A Street	Phone: 858-380-4725
Oxnard, CA 93030	

## Summary

Total Amount:	<b>\$43,836.00</b>	Quote ID:	QUO-05454-V0J3F6
Shipping Method:	FedEx	Date:	5/9/2016
Payment Terms:	Net 30		
Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	9	Number of Middle Libraries:	
Number of AVID Weekly:	9	Number of High Libraries:	

## Details

Site	Product ID	Product	Quantity	Price	Sub Total
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Site:					
	Co-ADL Year 1	AVID District Leadership	1.00	\$6,000.00	\$6,000.00

Ship To:  
 Anna Thomas  
 1051 South A Street,  
 Oxnard, CA 93030



Site	Product ID	Product	Quantity	Price	Sub Total
Site: Cesar Chavez					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Curren					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Driffill					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Fremont Middle School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Haydock Middle School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Juan Soria School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Kamala					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Lemonwood	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: RJ Frank Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00

Pre Freight Amount	\$43,836.00
Total Tax	\$0.00
<b>Total</b>	<b>\$43,836.00</b>

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

\_\_\_\_\_  
Client Signature Lisa A. Franz

\_\_\_\_\_  
Director, Purchasing  
Title

\_\_\_\_\_  
Date

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-14 – School on Wheels Inc. (Freeman/Ridge)**

The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2016-2017 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-14 with School on Wheels, Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-14, School on Wheels Inc. (2 Pages)  
HIPPA Form (1 Page)  
Certificate of Insurance (1 Page)

## MEMORANDUM OF UNDERSTANDING #16-14

School on Wheels, Inc.  
And  
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between School on Wheels, Inc. and the Oxnard School District.

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

Oxnard School District and School on Wheels, Inc. will work together in the 2016-2017 school year to identify and serve homeless children within the school district. School on Wheels, Inc. will provide one-on-one tutoring to students identified as homeless during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the need of the family.

Both organizations will share names of students identified as homeless through such means as school district referrals to School on Wheels, Inc. In order for the two agencies to share student names, a release of information authorization (HIPPA Form) will be provided to parents for their approval of sharing this information (see attached). Through this agreement to release information, the two organizations have the capacity to share students' records including grades and test scores in order for the tutors to support the academic progress of these students.

**TERM:** The term of this MOU shall commence July 1, 2016 through June 30, 2017.

**COMPENSATION:** The Oxnard School District **will not be charged for the services** provided by School on Wheels, Inc.

### DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
  - 1. Serve as lead Administrative Agent of all schools.
  - 2. Provide space to accommodate the School on Wheels, Inc. tutors at designed school sites.
  - 3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student. Students may also be referred through the Homeless School District Liaison.
  - 4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
  - 5. Have HIPPA Release of Information Form signed by parents to share information.
- B. School on Wheels, Inc. agrees to the following:
  - 1. Provide trained one-on-one tutors to identified homeless students on the basis of availability of tutors.

2. Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to tutors.
5. Provide school supplies and backpacks upon request of school site.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. School on Wheels, Inc. will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".
9. All flyers or written information given to parents by School on Wheels must include the following statement, "this event is not sponsored or endorsed by the Oxnard School District".

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

**AUTHORIZED APPROVAL:**

**SCHOOL ON WHEELS, INC.:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Typed Name/Title*

Lisa A. Franz, Director, Purchasing

*Typed Name/Title*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Date*



# OXNARD SCHOOL DISTRICT

1051 SOUTH "A" STREET • OXNARD, CALIFORNIA 93030 • 805/385-1501

## AUTHORIZATION FOR DISCLOSURE OF CONFIDENTIAL INFORMATION (HIPAA)

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I hereby authorize \_\_\_\_\_ to

Agency or Individual

exchange educational, medical, and/or psychological information concerning my child with:

Oxnard School District  
1051 South A Street  
Oxnard CA, 93030

Specific information to be released/obtained:

\_\_\_\_\_ All educational, medical, and/or psychological information including diagnosis and assessment results (May include documents, records and/or phone conversations)

\_\_\_\_\_ Only the following records or type of information: \_\_\_\_\_

\_\_\_\_\_ Please specify if any information is to be excluded: \_\_\_\_\_

This disclosure of information authorized is required for the following purpose:

\_\_\_\_\_

This authorization shall become effective on \_\_\_/\_\_\_/\_\_\_ and will expire in one year.

A photocopy or facsimile of this form is to be considered as valid as the original.

***I have read and understood the following statements about my rights:***

- *I may revoke this authorization at any time prior to its expiration date by notifying the providing organization in writing, but the revocation will not extend to information that was already obtained or released prior to the revocation.*
- *I have the right to receive a copy of this authorization as well as the information described on this form.*
- *Under certain circumstances, the information that is used or disclosed pursuant to this authorization may be redisclosed by the receiving entity according to Federal and State law and may no longer be protected. I have the right to seek assurances from the above-named persons/organizations authorized to receive the information that they will not redisclose the information to any other party without my further authorization unless mandated by law.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian —Please circle relationship to the student



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/26/2016

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> Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	<b>CONTACT NAME:</b> Danielle Diaz <b>PHONE (A/C, No, Ext):</b> 818.539.8605 <b>E-MAIL ADDRESS:</b> Danielle_Diaz@ajg.com	<b>FAX (A/C, No):</b> 818.539.8705	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> SCHOOLNW-01 School On Wheels P.O. Box 23371 Ventura, CA 93001	<b>INSURER A :</b> Nonprofits' Insurance Alliance of C		
	<b>INSURER B :</b> State Compensation Insurance Fund o		35076
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES** **CERTIFICATE NUMBER: 520777344** **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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		2016-43824- NPO	5/11/2016	5/11/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <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			2016-43824- NPO	5/11/2016	5/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	Y/N	N/A	910361815	7/1/2015	7/1/2016	<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 Liability			2016-43824- NPO	5/11/2016	5/11/2017	Limit: \$1,000,000 Aggregate: \$2,000,000

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

General Liability: Abuse/Molestation - Limits: \$1M/\$1M.  
General Liability: Host Liquor Liability - Limits: \$1M/\$1M.  
Evidence of Coverage

**CERTIFICATE HOLDER** **CANCELLATION**

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

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-15 – City Impact (Freeman/Ridge)**

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

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-15 with City Impact.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #16-15, City Impact (2 Pages)  
Certificate of Insurance (10 Pages)



## **Memorandum of Understanding #16-15**

This Memorandum of Understanding is entered into by and between

City Impact  
and  
Oxnard School District.

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

**Term:** The term of this MOU shall commence July 1, 2016 and shall terminate June 30, 2017.

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

### **Description of Services:**

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

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

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

1. Marriage, Family Therapist Interns (MFT), or Masters in Social Work Interns (MSW) registered with the California State Board of Behavioral Science Examiners to work in conjunction with school administrators, teachers and Outreach Specialists to provide mental health services as requested by the parent/guardian of clients attending that particular school.
2. Provide individual and group supervision by a licensed Clinical Supervisor to the MFT/MSW Intern.
3. The MFT/MSW Intern will respect and work in conjunction with the school and District policies and procedures;

4. The Clinical Supervisor and/or Counseling Programs Manager will maintain ongoing communication with relevant school personnel as needed.

**INSURANCE AND HEALTH**

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

**CONFIDENTIALITY**

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

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

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

**Authorized Approval:**

**CITY IMPACT:**

**OXNARD SCHOOL DISTRICT:**

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

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

Veronica Urzua, Counseling Programs Manager  
\_\_\_\_\_  
*Typed Name/Title*

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2016

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 have ADDITIONAL INSURED provisions or 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 Edgewood Partners Insurance Center (EPIC) 1900 MacArthur Blvd. PH Floor Irvine, CA 92612  www.edgewoodins.com	CONTACT NAME: Van Dang	FAX (A/C, No): 949.263.0906	
	PHONE (A/C, No, Ext): 949.417.9113	E-MAIL ADDRESS: vdang@edgewoodins.com	
INSURED City Impact Inc. P.O.Box 5678 Oxnard CA 93031	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits' Ins Alliance of CA		11845
	INSURER B: State Compensation Insurance Fund		34630
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 29531158

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 <input checked="" type="checkbox"/> OTHER: Improper Sexual Conduct	<input checked="" type="checkbox"/>		2016-05416	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Social Serv Profe Liab \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			N/A			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 DED RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
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	<input type="checkbox"/>	N/A	9128485	4/8/2016	4/8/2017	<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

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

ADDITIONAL INSURED: Oxnard School District when required by written contract

**CERTIFICATE HOLDER**
 OXNARD SCHOOL DISTRICT  
 Enrollment Center Secretary  
 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

Van Dang

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Edgewood Partners Insurance Center (EPIC)		NAMED INSURED City Impact Inc. P.O.Box 5678 Oxnard CA 93031	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** OXNARD SCHOOL DISTRICT Enrollment Center Secretary

**ADDRESS:** Oxnard CA 93030

SOCIAL SERVICE PROFESSIONAL LIABILITY

AGGREGATE LIMIT: \$3,000,000

EACH OCCURRENCE LIMIT: \$1,000,000

**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**

**Name Of Additional Insured Person(s) Or Organization(s):**

OXNARD SCHOOL DISTRICT  
Enrollment Center Secretary  
Oxnard CA 93030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by 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.

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

**ADDITIONAL INSURED – LESSOR OF LEASED  
EQUIPMENT – AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

City Impact Inc.

POLICY NUMBER: 2016-05416

COMMERCIAL GENERAL LIABILITY  
CG 20 11 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – MANAGERS OR  
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> OXNARD SCHOOL DISTRICT Enrollment Center Secretary Oxnard CA 93030
<b>Additional Premium:     \$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

POLICY NUMBER: 2016-05416

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket where required by a written contract.	Blanket where required by a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

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

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

OXNARD SCHOOL DISTRICT  
Enrollment Center Secretary  
Oxnard CA 93030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**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.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by a written contract	AS required by a written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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.

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-16 – Camarillo Hospice (Freeman/Ridge)**

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

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-16 with Camarillo Hospice.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #16-16, Camarillo Hospice (2 Pages)  
Certificate of Insurance (1 Page)

# Memorandum of Understanding #16-16

## Oxnard School District and Camarillo Hospice

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

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

**Term:** The term of this MOU shall commence July 1, 2016 and shall terminate June 30, 2017.

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

### Description of Services:

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

1. Serve as lead administrative agent of all schools.
2. Provide space to accommodate the Provider's staff as they meet with students and families at school sites.
3. Provide family referrals to the Provider as appropriate.
4. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

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

1. Provide counseling services in English and Spanish by MFT interns under the direct supervision of the director of counseling services of Camarillo Hospice, a licensed Marriage Family Therapist.
2. Provide in services trainings for staff to educate on what to look and how to manage students in class who have had a loss or are experiencing grief.
3. Provide multiple support groups available for individual and families to attend.

4. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
5. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.

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

**Authorized Approval:**

**CAMARILLO HOSPICE:**

**OXNARD SCHOOL DISTRICT:**

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

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

Stacia Sickle, LCSW  
Associate Director of Counseling Services  
\_\_\_\_\_  
*Typed Name/Title*

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

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

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





**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-17 – The Coalition for Family Harmony (Freeman/Ridge)**

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

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #16-17 with The Coalition for Family Harmony.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #16-17, The Coalition for Family Harmony (2 Pages)  
Certificate of Insurance (1 Page)

# MEMORANDUM OF UNDERSTANDING #16-17

Oxnard School District  
and  
The Coalition for Family Harmony

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

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

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

**TERM:** The term of this MOU shall commence July 1, 2016 - June 30, 2017.

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

## **DESCRIPTION OF SERVICES:**

- A. Oxnard School District agrees to the following:
  1. Serve as lead Administrative Agent of all schools.
  2. Provide space to accommodate the Coalition staff member assigned at each school.
  3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.

4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served.

B. The Coalition to End Family Violence agrees to the following:

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

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

**AUTHORIZED APPROVAL:**

**THE COALITION FOR FAMILY HARMONY:      OXNARD SCHOOL DISTRICT:**

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

Caroline Prijatel-Sutton  
Executive Director

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

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

Lisa A. Franz  
Director, Purchasing

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2015

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 License # 0757776</b> Santa Barbara, CA - HUB International Insurance Services Inc. P O Box 3310 Santa Barbara, CA 93130-3310	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(805) 682-2571</b> E-MAIL ADDRESS:	FAX (A/C, No): <b>(805) 832-6581</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Coalition For Family Harmony</b> <b>Mayra Pompa</b> <b>1030 N. Ventura Rd</b> <b>Oxnard, CA 93030</b>	<b>INSURER A : Nonprofits' Insurance Alliance of California, Inc</b>	
	<b>INSURER B : New York Marine &amp; General Insurance</b>	
	<b>INSURER C : Landmark American Insurance Company</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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

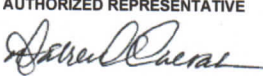
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2015-00768-NPO	11/18/2015	11/18/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2015-00768-NPO	11/18/2015	11/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	Y/N	N/A	WC201500005074	02/02/2015	02/02/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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>
C	<b>Professional Liab.</b>			LHM826315	04/07/2015	04/07/2016	<b>Each Claim</b> <b>1,000,000</b>
C	<b>Professional Liab</b>			LHM826315	04/07/2015	04/07/2016	<b>Aggregate</b> <b>1,000,000</b>

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

**RE: Teen Dating Violence Prevention.**  
Certificate Holder is named as Additional Insured under the General Liability per the attached form CG2026 07/04 as required by written contract.

**CERTIFICATE HOLDER** **CANCELLATION**

<b>Oxnard School District</b> <b>1051 South "A" Street</b> <b>Oxnard, CA 93030</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 
--	---

**BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/22/16

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 Agreement/MOU #16-18, Children's Resource Program/Ventura County Medical Resources Foundation (Freeman/Ridge)**

---

The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

**FISCAL IMPACT:**

The Oxnard School District **will not be charged** for the services provided by Children's Resource Program/Ventura County Medical Resources Foundation.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-18 with Children's Resource Program/Ventura County Medical Resources Foundation.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-18, Children's Resource Program/Ventura County Medical Resource Foundation (2 Pages)  
Certificate of Insurance (1 Page)

## Memorandum of Understanding #16-18

### Children's Resource Program/Ventura County Medical Resources Foundation and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Children's Resource Program / Ventura County Medical Resources Foundation and the Oxnard School District.

**Purpose:** The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care.

The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

**Term:** The term of this MOU shall commence July 1, 2016 and shall terminate June 30, 2017.

**Compensation:** The Oxnard School District **will not be charged for the services provided by** Children's Resource Program/Ventura County Medical Resources Foundation.

#### **Description of Services:**

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

1. Serve as lead administrative agent of all schools.
2. Provide student referrals to the Provider as appropriate.
3. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

##### **B. Children's Resource Program/Ventura County Medical Resources Foundation agrees to the following:**

1. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
2. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.
3. Provide training to the Oxnard School District staff regarding referral process and services provided by Children's Resource Program/Ventura County Medical Resources.

4. Children's Resource Program/Ventura County Medical Resources staff will respect and work in conjunction with the school and district policies and procedures.

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

**Authorized Approval:**

**CHILDREN'S RESOURCE PROGRAM/  
VENTURA COUNTY MEDICAL  
RESOURCES FOUNDATION:**

**OXNARD SCHOOL DISTRICT:**

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

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

Victoria Chandler, President/CEO  
*Typed Name/Title*

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

VENTU-3

OP ID: JJ

DATE (MM/DD/YYYY)  
04/13/2016

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> Hanasab Insurance Services Inc CA License: 0E08574 625 S. Fairfax Avenue Los Angeles, CA 90036 Farhad Hanasab	<b>CONTACT NAME:</b> Farhad Hanasab <b>PHONE (A/C, No, Ext):</b> 323-782-8454 <b>E-MAIL ADDRESS:</b> farhad@hanasabinsurance.com	<b>FAX (A/C, No):</b> 323-297-4500	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Ventura County Medical Resource Foundation 199 E Figueroa Street, 2Flr Ventura, CA 93001	<b>INSURER A :</b> United States Liability Ins.		
	<b>INSURER B :</b>		
	<b>INSURER C :</b> United States Liability Ins.		
	<b>INSURER D :</b> Hartford Casualty Insurance Co		29424
	<b>INSURER E :</b> United States Liability Ins.		
<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
A	GENERAL LIABILITY	X		NBP1552224	01/03/2016	01/03/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	Ded:\$0						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY	X		NBP1552224	01/03/2016	01/03/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		CUP1552049	01/03/2016	01/03/2017	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	72 WEC PS9370	01/03/2016	01/03/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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
E	D&O/EPLI			01032016	01/03/2016	01/03/2017	D&O 1,000,000
	Retention: \$5,000						EPLI 1,000,000

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

Oxnard School District named as Additional Insured in respects to conduct of insured's operations. Company only gives 10 days Notice of Cancellation for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Oxnard School District</b> c/o Lisa Franz Director of Purchasing 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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**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-19, Ventura County Office of Education – Language Arts Program (Freeman/Thomas)**

---

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month during the 2016-17 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

**FISCAL IMPACT:**

Not to exceed \$12,500.00 – ASES Grant Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-19 with the Ventura County Office of Education.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement/MOU #16-19, Ventura County Office of Education (1 Page)

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

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the after school staff and program manager for the After School Programs of the Oxnard School District, hereafter called **“the District.”** The purpose is to train the staff and support the administrative intern of the After School Programs in their after school literacy program.

This serves as a Memorandum of Understanding and Responsibility Agreement that **“the District”** and the **Ventura County Office of Education** will work together toward promoting a quality after school program. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
  - a. Provide one half day orientation to the literacy program by a VCOE English Language Arts content specialist. (\$525 for half day of training plus \$825 for design and preparation of literacy program materials for orientation).
  - b. Provide monthly training, lessons, coaching, support, and/or demo lessons \$525/half day presentation by literacy specialist and \$825/full day for design of monthly training and preparation of instructor and site materials. (VCOE graphic charges to be paid by the District.) Not to exceed 10 half days.
  - c. Develop a list of literacy materials and literacy literature for the literacy units (to be purchased by the District.)
  - d. Maintain ownership of all documents and data produced for the literacy program and the monthly literacy training sessions.
  - e. Provide handouts for each participant for above trainings (not to exceed 10 total trainings). VCOE graphic charges to be paid by the District. Graphic charges are not to exceed \$500.00.
  
2. **The District agrees to:**
  - a. Provide site for training.
  - b. Provide presentation equipment as requested (LCD projector, document camera, laptop and/or interactive white board)
  - c. Allocate an account for literacy materials and literacy literature for each site.
  - d. Support professional learning through regular classroom visits by the after school program manager to monitor and support implementation of new learning.
  - e. Pay Ventura County Office of Education for one content specialists plus additional charges for materials and printing costs not to exceed \$12,500.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2016- June 30, 2017.

**For the Oxnard School District**

\_\_\_\_\_  
**Lisa Franz, Director Purchasing**

\_\_\_\_\_  
Date

**For the Ventura County Office of Education**

  
\_\_\_\_\_  
**Valerie Chrisman, Ed.D., Associate Superintendent**

  
\_\_\_\_\_  
Date

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

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

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

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

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

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

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

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

X

**Approval of Agreement/MOU #16-20 – Ventura County Office of Education – Math Program (Freeman/Thomas)**

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VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates during the 2016-17 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

**FISCAL IMPACT:**

Not to exceed \$18,000.00 – ASES Grant Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-20 with the Ventura County Office of Education.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-20, Ventura County Office of Education (1 Page)

**AGREEMENT #16-20 BETWEEN  
VENTURA COUNTY OFFICE OF EDUCATION  
AND  
OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL DEVELOPMENT TRAININGS**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction (CI) staff in training the after school staff and administrator of after school programs in the Oxnard School District. The purpose is to train the staff and support the Oxnard School District administration in their after school mathematics program.

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

1. **Ventura County Office of Education agrees to:**
  - a. Provide a one day orientation to the Building Numeracy math program by a VCOE math content specialist. (\$825 for full day of training + \$825 for design and preparation of math program materials for orientation)
  - b. Provide monthly training, lessons, coaching, support, and/or demo lessons \$525/half day presentation by math specialist and \$825/ full day for design of monthly unit and preparation of instructor and site materials. (VCOE graphics charges to be paid by OSD).
  - c. Provide handouts to administrator of after school programs and after school staff. (VCOE graphics charges to be paid by OSD).
  - d. Develop a list of math materials and math literature for the Building Numeracy units (to be purchased by OSD)
  - e. Maintain ownership of all documents and data produced for the Building Numeracy Math Program and the monthly math training sessions.
  - f. Total program costs for professional development and design not to exceed \$18,000.00
2. **Oxnard School District agrees to:**
  - a. Provide site for training.
  - b. Provide presentation equipment (LCD projector, document camera, and laptop).
  - c. Allocate an account for math materials and math literature for each site.
  - d. Support trainings through regular classroom visits by the after school program administrator to monitor implementation of new learning.
  - e. Pay Ventura County Office of Education, Curriculum and Instruction Department for Content Specialist services, materials and printing costs for the math units.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2016 - June 30, 2017.

**For the OXNARD SCHOOL DISTRICT:**

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

\_\_\_\_\_  
Date

**For the VENTURA COUNTY OFFICE OF EDUCATION:**

\_\_\_\_\_  
Valerie Chrisman, Ed.D., Associate Superintendent

\_\_\_\_\_  
Date

**BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/22/16

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 Agreement/MOU #16-21, Ventura County Behavioral Health Alcohol & Drug Programs "How High Ventura County" (Freeman/Ridge)**

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"How High Ventura County", an initiative of Ventura County Behavioral Health (VCBH) Alcohol and Drug Programs, seeks to work with Oxnard School District in educating 7<sup>th</sup> and 8<sup>th</sup> graders about the harm marijuana causes to the still-developing teenage brain. VCBH will fund an educational campaign, provide health educators to speak on-site to students and distribute retention surveys. In addition, VCBH will work with schools to create parent-interfacing events and share feedback and results of retention survey.

**FISCAL IMPACT:**

The Oxnard School District **will not be charged** for the services provided by Ventura County Behavioral Health (VCBH) Alcohol and Drug Programs "How High Ventura County".

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-21 with Ventura County Behavioral Health (VCBH) Alcohol and Drug Programs "How High Ventura County".

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-21, Ventura County Behavioral Health (VCBH) Alcohol and Drug Programs "How High Ventura County" (2 Pages)  
Certificate of Insurance (1 Page)

**MEMORANDUM OF UNDERSTANDING #16-21  
BETWEEN  
VENTURA COUNTY BEHAVIORAL HEALTH ALCOHOL & DRUG PROGRAMS  
“HOW HIGH VENTURA COUNTY,” AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding stands as evidence that the **Ventura County Behavioral Health Alcohol and Drug Program “How High Ventura County” (here after referred to as VCBH ADP HHVC), and Oxnard School District (here after referred to as OSD)** intend to work together to educate middle school (7<sup>th</sup>-8<sup>th</sup> graders) about the harm marijuana causes to the still-developing teenage brain. The goal is to increase youth perception of harm and decrease or delay youth likelihood to ingest marijuana. In Ventura County, 1 in 20 of current 7<sup>th</sup> graders smoke weed. By junior year, the number leaps to 1 in 4. This initiative is designed to confront this health problem. All agencies agree that such a plan will increase awareness and opportunity to improve the health, academic success, and school experience resulting in a decrease of high risk behaviors, such as marijuana use or abuse. Each agency agrees to participate in the program by coordinating/providing the following services as permitted by available VCBH funding.

**Oxnard School District will:**

- Book dates for health educators from VCBH to stage full-day “teach-ins” in 7<sup>th</sup> and 8<sup>th</sup> grade classes (i.e. Health, Science, Phys Ed), each presentation lasting a single-class period (roughly 45 min to 1 hr); empowering VCBH to educate entire grade-level student population at OSD schools; over a single semester or multiple semesters.
- Provide a projector, VGA cable and (where possible) a microphone/sound system in each presentation classroom, to make it easy for VCBH to deliver a “plug and play” education. Microphone/sound system requested but not essential. Internet access requested but not essential. Note: VCBH ADP HHVC presenter will power presentation from his/her own laptop.
- Ask teachers who teach the same course during the same class period to, when possible, join together in a single room on-campus at each school, (i.e. a library, auditorium, projector room, etc.) to enable VCBH ADP HHVC to more easily and efficiently engage a broader swath of the student population. Teachers will be asked to ensure students arrive timely to location of presentation, to ensure VCBH ADP HHVC presenter has adequate time to engage students with material.
- Inform teachers of the urgency and local stakes of this health initiative.
- Require teachers to be present on-site (in-classroom) for student educations; ensuring students are well behaved and attentive, intervening when students may act out or be disruptive in a classroom or assembly setting.
- Print and administer a brief post-presentation retention survey for all students attending the in-classroom talks to help capture and measure the effectiveness of the education; teachers will be expected to return these short surveys to VCBH ADP HHVC, either immediately at the end of each class period, or in the next few days after presenter completes each school education.
- Ask teachers to provide email or written feedback to VCBH ADP HHVC community coordinator to track feedback on the in-classroom educations.

**VCBH ADP HHVC will:**

- Fund educational campaign, provide health educators to speak on-site to students, distribute retention surveys to track effectiveness of each education, per available Department funding.
- Work with schools to create parent-interfacing events, when desirable, to ensure parents are also connected and involved in this health education.
- Share feedback and results of retention survey with school administrators, as requested.

**Financial responsibilities:**

VCBH ADP HHVC currently has an active agreement to coordinate Alcohol and Drug Program Prevention services, specifically around marijuana education for parents and teens. There is no financial obligation on the part of OSD to participate in this campaign program.

Key Activities & Timeline:

- Fall 2016: In-classroom educations**
- Spring 2017: In-classroom educations**

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Jonah Ansell, Project Manager  
How High Ventura County, powered by  
JAMS PRODUCTIONS TRIAGE HEALTH  
On behalf of Ventura County Behavioral Health,  
Alcohol & Drug Programs-Prevention Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**

104 South Michigan Avenue, Suite 600 Chicago Illinois 60603

### Commercial General Liability Declarations

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.

Policy No.:	UDC-1518094-CGL-15			
Renewal of:	UDC-1518094-CGL-14			
Named Insured:	JAMS Productions, LLC			
Address:	12100 Wilshire Blvd #880 Los Angeles, CA 90025			
Policy period:	From:	November 25, 2015	To:	November 25, 2016

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Limited Liability Company		
Each Occurrence Limit:	\$ 1,000,000		
Damage to Premises Rented to You Limit:	\$ 100,000	Any one premises	
Medical Expense Limit:	\$ 5,000	Any one person	
Personal & Advertising Injury Limit:	\$0		
General Aggregate Limit:	\$ 2,000,000		
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit		
All Premises You Own, Rent or Occupy			
Premises Number:	1		
Address:	12100 Wilshire Blvd #880 Los Angeles, CA 90025		
Total Premium:	\$ 346.00		
Attachments:	See attached Forms and Endorsements Schedule.		

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin Freeman

**Date of Meeting:** 6/22/16

**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 Agreement/MOU #16-22, Oxnard Children’s Dental Group (Freeman/Ridge)**

Oxnard Children’s Dental Group is a practice that endeavors in reducing dental decay by modes of prevention. Oxnard Children’s Dental Group will provide school presentations that will include a toothbrush kit for each child and the knowledge to prevent tooth decay through proper hygiene and smart snack and food choices. Oxnard School District will also allow the Enrollment Center to suggest Oxnard Children’s Dental Group for a child’s dental school screening required for public school enrollment.

**FISCAL IMPACT:**

The Oxnard School District **will not be charged** for the services provided by Oxnard Children’s Dental Group.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-22 with Oxnard Children’s Dental Group.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-22, Oxnard Children’s Dental Group (2 Pages)  
Certificate of Insurance (30 Pages)

Memorandum of Understanding #16-22  
**DENTAL PRESENTATIONS**

This Memorandum of Understanding (MOU) is entered into by and between *Oxnard Children's Dental Group* and the *Oxnard School District*.

**Purpose:** We are unconditionally committed to excellence in everything we do! We seek to be a model Pediatric practice that endeavors in reducing dental decay by modes of prevention. Our fun school presentations provide each child with a toothbrush kit and the knowledge to prevent tooth decay through proper hygiene and smart snack and food choices.

**Term:** The term of this MOU shall commence July 1, 2016 and shall terminate June 30, 2017.

**Compensation:** The Oxnard School District **will not be charged** for the services provided by Oxnard Children's Dental Group.

**Description of Services:**

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

1. Allow dental presentations provided by Oxnard Children's Dental Group, to be held in assemblies or private class settings throughout its elementary and middle schools.
2. Allow the enrollment center to suggest Oxnard Children's Dental Group for a child's dental school screening needed for public school enrollment.

**B. Oxnard Children's Dental Group agrees to the following:**

1. Never to charge for the aforementioned services.

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

**Authorized Approval:**

**OXNARD CHILDREN'S DENTAL  
GROUP:**

**OXNARD SCHOOL DISTRICT:**

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

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

Betsy Kaplan, DMD, Inc.  
\_\_\_\_\_

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

*Typed Name/Title*

*Typed Name/Title*

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

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



# CERTIFICATE OF LIABILITY INSURANCE

TMW  
R022DATE (MM/DD/YYYY)  
4/19/2016

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 have ADDITIONAL INSURED provisions or 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>		<b>CONTACT NAME:</b>	
VAN BEURDEN INSURANCE SVCS INC/PAC		PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
135490 P: F: (888) 443-6112		E-MAIL ADDRESS:	
PO BOX 33015		INSURER(S) AFFORDING COVERAGE	
SAN ANTONIO TX 78265		INSURER A: Sentinel Ins Co LTD	
		NAIC# 11000	
<b>INSURED</b>		INSURER B:	
OXNARD CHILDRENS DENTAL GROUP		INSURER C:	
451 W GONZALES RD STE 300		INSURER D:	
OXNARD CA 93036		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 INSR	SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			51 SBW AH2903	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liab	X					MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMPI/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			51 SBW AH2903	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		X				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED: RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 and the Hired Auto and Non-Owned Auto Endorsement SS0438, attached to this policy.

**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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jac Taylor*

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# **BUSINESS LIABILITY COVERAGE FORM**

**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

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# BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" 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 "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (b) The "bodily injury" or "property damage" occurs during the policy period; and
  - (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

## BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
    - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
    - (b) You are not engaged in the business or occupation of providing such services.
  - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) 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 from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the 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.
  - (7) 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.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.



b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

**B. EXCLUSIONS**

**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of 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.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (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 (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

## BUSINESS LIABILITY COVERAGE FORM

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

### i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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### o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A 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, such as 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 "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

#### f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

#### g. Business Liability Exclusions

Excluded under Business Liability Coverage.

## C. WHO IS AN INSURED

### 1. 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" and directors are 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 stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) 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), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,



(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, 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 connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

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; or
- c. Persons or organizations making claims or bringing "suits".

#### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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 shown 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.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL 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 Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

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.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

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

- 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 Form 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 insurance or that are in excess of the applicable limit 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.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

##### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional



Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
- a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from
- computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:

## BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13.** "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".
- 14.** "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17.** "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 the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" 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.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "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.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

## BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
  - c. Acts at the direction of and within the scope of duties determined by you; and
  - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 25. "Your work":**
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.



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

## **HIRED AUTO AND NON-OWNED AUTO**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

#### **A. Amended Coverage:**

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

#### **B. Paragraph B. EXCLUSIONS** is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
- b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

**a. Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

**b. Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

**1. OTHER INSURANCE**

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

**G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),



or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
  - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
  - b. Customer's "auto" that is in your care, custody or control for service.

**BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/22/16

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 #16-23 – Interface Children and Family Services  
(Freeman/Ridge)**

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Interface Children and Family Services will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services.

**Term of Agreement: July 1, 2016 through June 30, 2017**

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-23 with Interface Children and Family Services.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-23, Interface Children and Family Services (2 Pages)  
Certificate of Insurance (1 Page)



## **MEMORANDUM OF UNDERSTANDING #16-23**

### **Interface Children & Family Services** **and** **Oxnard School District**

This Memorandum of Understanding (MOU) is entered into, by and between Interface Children & Family Services (ICFS) and the Oxnard School District (OSD).

**PURPOSE:** The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

**TERM:** The term of this MOU shall be effective July 1, 2016 through June 30, 2017. A new Memorandum of Understanding shall be executed on an annual basis.

**Compensation:** The Oxnard School District will not be charged for the services provided by Interface as described.

#### **DESCRIPTION OF SERVICES:**

- A. OSD agrees to the following:
  - 1. Serve as lead Administrative Agent of all schools.
  - 2. Provide adequate facilities to accommodate ICFS staff.
  - 3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
  - 4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).
  
- B. ICFS agrees to the following:
  - 1. Provide trained Services staff to deliver youth crisis response services and ongoing follow up services.
  - 2. Provide linkage to additional resources as needed.

*Strengthening children, families and communities to be safe, healthy and thriving*

Mental Health · Youth and Family Strengthening · Family Violence Intervention · 2-1-1 Information and Referral · Training & Technical Assistance

4001 Mission Oaks Blvd., Suite I · Camarillo, CA 93012-5156 · icfs.org · 805.485.6114



3. Provide mental health registered interns and/or licensed mental health professionals to provide counseling services to eligible students and families.
4. Follow OSD and ICFS procedures concerning client confidentiality.
5. Provide representation at meetings convened by OSD to review the program.

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

**AUTHORIZED APPROVAL:**

\_\_\_\_\_  
Erik Sternad                      Date  
Executive Director  
Interface Children & Family Services

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

\_\_\_\_\_  
Joelle Vessels                      Date  
Director of Youth & Mental Health Services  
Interface Children & Family Services

\_\_\_\_\_  
Nicholle Gonzalez-Seitz                      Date  
Director Family Violence Intervention Services  
Interface Children & Family Services



**BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/22/16

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 #16-24, Big Brothers Big Sisters of Ventura County  
(Freeman/Ridge)**

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Big Brothers Big Sisters of Ventura County (BBBSVC) will provide a professional program manager at Chavez School to implement their evidenced-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-24 with Big Brothers Big Sisters of Ventura County.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-24, Big Brothers Big Sisters of Ventura County (2 Pages)  
Certificate of Insurance (2 Pages)

## MEMORANDUM OF UNDERSTANDING #16-24

### **Big Brothers Big Sisters of Ventura County** and **Oxnard School District**

This Memorandum of Understanding explains and confirms the roles and responsibilities, service levels, and types of services provided between the **Oxnard School District** and **Big Brothers Big Sisters of Ventura County (BBBSVC)**.

#### **Purpose:**

The purpose of this Memorandum of Understanding is to create and confirm an effective working relationship between Big Brothers Big Sisters of Ventura County, Inc and the Oxnard School District. Big Brothers Big Sisters will provide a professional program manager to implement our evidence-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors.

#### **Timeline:**

The term of agreement is effective **July 1, 2016 through June 30, 2017.**

**Compensation: The Oxnard School District will not be charged for the services provided by Big Brothers Big Sisters of Ventura County.**

#### **Agreement & Description of Services**

##### **Big Brothers Big Sisters of Ventura County agrees to provide the following:**

1. BBBSVC agrees to provide Oxnard School District with a staff person from its organization to coordinate a site-based mentoring program at Chavez Elementary School and Lemonwood Elementary School.
2. The Program Manager provided by BBBSVC will complete an appropriate background check and live scan, recruit, screen, match, train, and monitor the volunteer mentors and other adults who will be working with elementary-aged students who are at-risk.
3. Mentors selected and trained by BBBSVC staff will volunteer weekly at a Lunch Buddies and afterschool Program at Chavez Elementary School and an afterschool program at Lemonwood. Mentors will be recruited, trained, and matched from Channel Islands High School.
4. BBBSVC agrees to supply proof of workers' compensation, public liability, auto liability (when appropriate/requested) and medical malpractice (when appropriate/requested) insurance to Oxnard School District on an on-going basis to verify provider's on-going coverages are in force. Provider's public liability and auto liability (if appropriate/requested) shall name the District, its employees, agents and school board members as an additional insured.
5. BBBSVC staff will collect and share data necessary for the evaluation of the program, as required by local, state and federal evaluation requirements.

**The Oxnard School District agrees to the following:**

1. Provide student referrals to the Lunch Buddies and After-School Site-Based Mentoring Program.
2. Provide appropriate space for one-to-one mentoring to occur during the Lunch Buddies Program and for the After-School program.
3. Provide mentor orientation to the rules and procedures of the school site.
4. Allow collection of data to reflect attendance, discipline referrals, English and Math grades and any other information necessary for the evaluation of the program per grant requirements.
5. Provide support to develop a cohesive team of professionals to work with the program, as well as participating in the supervision of mentors and mentees while present in the Lunch Buddies Program.

**Indemnification:**

Oxnard School District shall save, defend, hold harmless and indemnify the Provider (its employees, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Oxnard School District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Provider.

BBBSVC shall save, defend, hold harmless and indemnify the Oxnard School District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of Oxnard School District.

**This Memorandum of Coverage may be cancelled by either party upon 30 days written notice.**

**Authorized Approval:**

**BIG BROTHERS BIG SISTERS  
OF VENTURA COUNTY:**

**OXNARD SCHOOL DISTRICT:**

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

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

Lynne West, Chief Executive Officer  
*Typed Name/Title*

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2015

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> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Anna Marie Valli <b>PHONE (A/C No, Ext):</b> (805) 585-6123 <b>FAX (A/C, No):</b> (805) 585-6223 <b>E-MAIL ADDRESS:</b> avalli@tolmanandwiker.com	
<b>INSURED</b> Big Brothers Big Sisters of Ventura County Inc 4001 Mission Oaks Blvd. Suite J Camarillo CA 93012		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nonprofits' Insurance Alliance of <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: GL/AUTO/D&O 15/16 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2015-18351- NPO	11/16/2015	11/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	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		2015-18351-NPO	11/16/2015	11/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	DIRECTORS & OFFICERS		2015-18351-DO-NPO	11/16/2015	11/16/2016	LIMIT EACH LOSS \$1,000,000 LIMIT EACH YEAR \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Certificate Holder is named as Additional Insured in respects to General Liability for work performed by the Insured per Form #CG2026 07/04 attached.  
 RE: Mentoring programs at Cesar Chavez Elementary School, 301 North Marquita St., Oxnard, CA and Ramona Elementary School, 804 Cooper Road, Oxnard, CA

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District and it's schools  
 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

A Marie Valli/ANNAMV

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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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

**BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman

Date of Meeting: 6/22/16

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 #16-25, County of Ventura (Freeman/Ridge)**

The purpose of the MOU is to create and confirm an effective working relationship between the County of Ventura and Oxnard School District. Public Health Nursing Teen Project, an initiative of the County of Ventura, will conduct "Mothers and Daughters" teen pregnancy prevention workshops for families in Oxnard School District. In addition, the Public Health Nursing Teen Project will provide nursing consultation to Oxnard School District staff and their collaborative partners.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-25 with the County of Ventura.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-25, County of Ventura (2 Pages)

## **MEMORANDUM OF UNDERSTANDING #16-25**

### **Public Health Nursing Teen Project**

This Agreement (“MOU”) is entered into between the County of Ventura and the Oxnard School District.

**PURPOSE:** The purpose of the MOU is to create and confirm an effective working relationship between the designated party and Oxnard School District. This MOU also provides the means by which the (“Provider”) County of Ventura, through its Public Health Department, and the Oxnard School District will maintain a collaborative relationship to ensure inter-agency services to students and family at various elementary schools within the district.

**TERM:** The term of this MOU shall be July 1, 2016 through June 30, 2017.

**COMPENSATION:** The Oxnard School District **will not be charged** for the services provided by the County of Ventura.

#### **DESCRIPTION OF SERVICES:**

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

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Provider’s staff as they meet with families at school sites.
3. Provide family referrals to the provider as appropriate.
4. Outreach Specialists or designated staff will provide information about the provider and offered programs to families as appropriate.
5. Distribute flyers in targeted sites. Flyers shall be supplied by Provider.

**B. The Provider agrees to the following:**

1. Provide representation at meetings convened by the Oxnard School District to review the program.
2. Conduct “Mothers and Daughters” teen pregnancy prevention workshops at identified sites throughout the Oxnard School District.
3. Provide nursing consultation to Oxnard School District staff and collaborative partners.
4. Provide education and anticipatory guidance to clients and families about the causes, prevention and remediation of health issues as related to healthy development.
5. Facilitate and advocate for the delivery of appropriate services to meet the health needs of the client.
6. Provide quality assurance activities.
7. Ensure that Provider’s licensed employees have completed requirements to maintain license and have received adequate training in the services being provided.

8. Communicate with administration or designee at school sites regarding families referred to any of the programs.
9. Inform appropriate school district staff on changes in schedule or status
10. Work with school district staff as needed.
11. Provider will hold Oxnard School District harmless from any liability for its activities in connection with this MOU. In addition, Provider will maintain insurance coverage of a type and in amounts that are acceptable to the Oxnard School District.
12. Provider will provide documentation of liability insurance with Oxnard School District listed as "Additional Insured".
13. Provider agrees to follow guidelines and HIPPA compliance.

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

**AUTHORIZED APPROVAL:**

**COUNTY OF VENTURA:**

**OXNARD SCHOOL DISTRICT:**

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

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

Rigoberto Vargas, Director of Public Health  
*Typed Name/Title*

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

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

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

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-26 – Dr. Staci Block (Freeman/Thomas)**

Dr. Staci Block will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for seven total training dates during the 2016-2017 school year, and will include lessons and curriculum that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting Oxnard Scholars staff with the implementation of Arts-Infused Learning.

**FISCAL IMPACT:**

Not to exceed \$30,000.00 – After School Education and Safety Grant

**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 #16-26 with Dr. Staci Block.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #16-26, Dr. Staci Block (1 Page)

**AGREEMENT #16-26 BETWEEN  
DR. STACI BLOCK AND OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND CURRICULUM  
IN AFTER SCHOOL PROGRAMS**

The scope of this document is to define the roles and responsibilities of Dr. Staci Block in training the after school staff and Manager Special Programs in the Oxnard School District (OSD). The purpose is to train the After School Program's staff and support the administration in Arts-Infused Learning for their visual and performing arts component during ASES hours of operation and according to the program plan.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and Dr. Staci Block will work together toward promoting a quality after school program. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Dr. Staci Block agrees to:**
  - a. Provide an introduction and importance to Arts-Infused Learning.
  - b. Provide monthly training for August 2016 – June 2017: lessons, lesson implementation support, and/or coaching at \$550/ full day for Dr. Staci Block's professional development services. Each month it is estimated that Dr. Staci Block will provide three full days of support:
    - i. Monthly training
    - ii. Arts-integration lesson plans and curriculum
    - iii. Lesson implementation support and coaching to after school program arts instructors.
  - c. Create handouts for administration of ASES and after school program staff. (All graphics charges to be paid by OSD).
  - d. Develop and refine arts-infused units.
  - e. Develop a recommended supply of arts materials and a list of books for arts-infused units. OSD agrees to purchase these materials and supplies for each school sites after school program with ASES funds.
  - f. Maintain ownership of all documents and data produced in the training sessions.
  - g. Total program costs not to exceed \$30,000.00 for professional development and supplies.
2. **Oxnard School District- After School Education and Safety (ASES) agrees to:**
  - a. Provide site for training.
  - b. Provide LCD monitor set up.
  - c. Provide a set of books and arts materials to Dr. Staci Block for the purposes of curriculum design.
  - d. Provide a supply account for arts materials and supplies for training materials and school sites.
  - e. Support trainings by expecting regular classroom visits by the after school program administrative staff of after school programs to monitor implementation of new learning.
  - f. Pay Dr. Staci Block for three full days of support each month, which includes all of the monthly trainings, arts-integration lesson plans and curriculum, lesson implementation support and coaching to after school arts instructors.

Dr. Staci Block will monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2016 - June 30, 2017.

\_\_\_\_\_  
*Staci Block, Ed.D.*

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

**FOR THE OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Lisa A. Franz*

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

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 6/22/16

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 #16-28 - Diane Turini-Mize, LMFT, SEP (Freeman/Ridge)**

Diane Turini-Mize will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others.

In addition she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten through 8<sup>th</sup> grade. Support will be on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will provide training and support for counseling interventions.

**FISCAL IMPACT:**

Not to exceed \$92,000.00 - Medi-Cal Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-28 with Diane Turini-Mize.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement #16-28, Diane Turini-Mize, LMFT, SEP (13 Pages)  
Proposal (1 Page)  
Certificate of Insurance (4 Pages)



## OXNARD SCHOOL DISTRICT

### Agreement #16-28

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June, 2016 by and between the Oxnard School District (“District”) and Diane Turini-Mize, LMFT, SEP (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 18, 2016** through **June 30, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety-Two Thousand Dollars (\$92,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

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

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

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

To District:                   Oxnard School District  
                                      1051 South A Street  
                                      Oxnard, California, 93030  
                                      Attention: Chris Ridge  
                                      Phone: (805) 385.1501 x2161  
                                      Fax: (805) 487.9648

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

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

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

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

26. **Administration.** **CHRIS RIDGE** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**DIANE TURINI-MIZE, LMFT, SEP:**

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

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

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

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

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

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

Tax Identification Number: 95-6002318

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



- Not Project Related  
 Project #16-28

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-28**

**SERVICES**

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

**\*CONSULTANT WILL PROVIDE INDIVIDUAL AND/OR FAMILY PSYCHOTHERAPY FOR STUDENTS IN KINDERGARTEN THROUGH 8<sup>TH</sup> GRADE AS NEEDED IN THE OXNARD SCHOOL DISTRICT DURING THE 2016-17 SCHOOL YEAR.**

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

N/A

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. N/A	
B. N/A	
C. N/A	
D. N/A	

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

- None.  
 See attached list.

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

- None.  
 See attached list.

**VII. AMENDMENT**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related  
 Project #16-28

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-28**

**COMPENSATION**

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

***\*\*TOTAL FEE NOT TO EXCEED \$92,000.00***

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$92,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-28**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #16-28

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-28

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-28**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DIANE TURINI-MIZE, LMFT, SEP**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing

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

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

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

Date: April 8, 2016

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

**SCOPE OF WORK:**

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

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten-8<sup>th</sup> grade in the Oxnard School District. Support will include on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will collaborate with counselors on difficult cases, triage, and emergency cases based on individual need as requested by the Director of Pupil Services.

Additional areas of expertise: Somatic Experiencing Practitioner (trauma resolution) , trained in EMDR Eye Movement Desensitization and Reprocessing (trauma resolution), trained in Capicatar Community Wellness Education, Supervisor of marriage and family interns at the Free Clinic of Simi Valley, Simi Valley, CA;

Dates of Service: Academic School Year 2016-2017, 5 days a week.

Consultant Compensation: \$92,000

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

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

Coverage		
Policy #: 019321	Effective Date: 02/21/2016	Expiration Date: 02/21/2017


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 BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

**Description/Special Provisions:**

**General Liability Insured Location(s):**  
1633 Erringer Rd #207 Simi Valley, CA 93065 ; 1051 South A St Oxnard, CA 93030


<b>Certificate Holder</b>	<b>Cancellation</b>
Oxnard School District 1051 South A St 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.

Holder has also been added to the policy as an additional insured:** [ <input checked="" type="checkbox"/> Yes/No ]  **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	 Authorized Representative C. Philip Hodson
--	---

**DISCLAIMER:**The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Certificate of Insurance (Proof of Coverage) 02/05/2016

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

<b>Insured Name and Mailing Address*</b>		<b>Program Administrator</b>
Diane Turini Mize, MFT Diane Turini Mize 4309 Deepwell Lane Moorpark, CA 93021		Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 <a href="mailto:info@ephins.com">info@ephins.com</a>
*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.		Underwritten By: Philadelphia Indemnity Insurance Company
<b>Coverage</b>		
Policy #: 019321	Effective Date: 02/21/2016	Expiration Date: 02/21/2017
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.		
<b>Limits of Liability</b>		<b>Coverage Part</b>
<b>EACH OCCURRENCE (Per individual claim)</b>	<b>AGGREGATE (Total amount per policy year)</b>	
\$1,000,000	\$5,000,000	Professional Liability
\$1,000,000	\$3,000,000	Commercial General Liability (Includes: General Liability, Fire & Water Legal Liability, and Personal Liability)
\$15,000	\$15,000	Property Coverage
\$1,000,000	\$5,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage
<b>Description/Special Provisions:</b>		
<b>Certificate Holder</b>	<b>Cancellation</b>	
PROOF OF COVERAGE	Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.	
Holder has also been added to the policy as an additional insured:**  Yes/ <input checked="" type="checkbox"/> No	 Authorized Representative C. Philip Hodson	
**If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement (s).		

**DISCLAIMER:** The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.





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

**Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY POLICY**

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

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

Additional Insured Name and Mailing Address:

Oxnard School District  
1051 South A St  
Oxnard, CA 93030

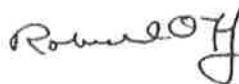
All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

---

Policy: 019321  
Effective on and after: 02/21/2016  
Issued to: Diane Turini Mize, MFT  
Expiration date: 02/21/2017

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PI-PHCP-3(03/01)



By: Robert O'Leary, Authorized Representative

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 Agreement #16-29 - Action Preparedness Training (Freeman/Ridge)**

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to teachers and support staff as needed for the 2016-2017 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

**FISCAL IMPACT:**

The cost is \$50 per person, total amount not to exceed \$6,500.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-29 with Action Preparedness Training.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-29, Action Preparedness Training (13 Pages)  
Proposal (1 Page)  
Certificate of Insurance (2 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-29

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June, 2016 by and between the Oxnard School District (“District”) and Action Preparedness Training (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 15, 2016** through **June 30, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Six Thousand Five Hundred Dollars (\$6,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Indemnification.**

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



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

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

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

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

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

To District:                   Oxnard School District  
                                      1051 South A Street  
                                      Oxnard, California, 93030  
                                      Attention: Chris Ridge  
                                      Phone: (805) 385.1501 x2161  
                                      Fax: (805) 487.9648

To Consultant:               Action Preparedness Training  
                                      951 Woodland Avenue  
                                      Ojai, CA 93023-4156  
                                      Attention: Glenda C. Mahon  
                                      Phone: (805) 340.6333  
                                      Fax: (805) 649.5789

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

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

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

26. **Administration.** **CHRIS RIDGE** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**ACTION PREPAREDNESS TRAINING:**

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

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

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

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

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

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

Tax Identification Number: 95-6002318

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

- Not Project Related
- Project #16-29

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-29**

**SERVICES**

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

**\*SEE ATTACHED PROPOSAL**

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

**\*SEE ATTACHED PROPOSAL**

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A.	
B.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related  
 Project #16-29

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-29**

**COMPENSATION**

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

\*\*TOTAL FEE NOT TO EXCEED \$6,500.00 (\$50.00 per OSD staff member)

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$6,500.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-29**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #16-29

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-29

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-29**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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



**Action Preparedness Training  
951 Woodland Ave, Ojai CA 93023  
(805) 340-6333**

Proposal 2016-2017

March 29, 2016

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- a. As needed during the 2016-2017 school year.
- b. Cost (lump sum or hourly/not to exceed) \$50 per OSD staff member; not to exceed \$6,500.

  
Glenda Mahon- EMT  
Owner

(805) 340-6333



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURENCE POLICY FORM

Print Date: 4/20/2015

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0270279679 from 04/23/15 to 04/23/16 at 12:01 AM Standard Time

Named Insured and Address: Glenda C Mahon 951 Woodland Ave Ojai, CA 93023-4156

Program Administered by: Healthcare Providers Service Organization 159 E. County Line Road Hatboro, PA 19040-1218 1-800-982-9491 www.hpsso.com

Medical Specialty: Basic/Intermediate EMT Code: 80723 Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability \* Malplacement Liability \* Personal Injury Liability \* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 143.00

Base Premium \$143.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121503-C G-121501-C1 G-145184-A G-147292-A GSL15563
GSL15564 GSL15565 GSL17101 GSL13424 G-123846-D04 GSL3886
GSL3908 CNA79575

Handwritten signature of Thomas F. Motamed

Chairman of the Board

Handwritten signature of John M. Ziker

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

## POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

**Think Green** –expanded definitions and copies of these policy forms and endorsements are available online at [www.hpsso.com/policyforms](http://www.hpsso.com/policyforms)

### **COMMON POLICY FORMS & ENDORSEMENTS**

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
G-123846-D04	California Cancellation and Non-Renewal
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA79575	Exclusion of Cosmetic Procedures

### **PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)  
Master Policy#: 188711433

Named Insured: Glenda C Mahon  
Policy#: 0270279679

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-30 - Ventura County Office of Education (Freeman)**

This agreement between the Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE), is to provide Identification and Recruitment services for the Oxnard School District. VCOE will provide services to Migrant students by hosting Saturday school and intervention programs after school hours.

**FISCAL IMPACT:**

Not to exceed \$60,000.00 – Program costs to be reimbursed by VCOE

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-30 with the Ventura County Office of Education, Migrant Education Program, Region 17.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-30, Ventura County Office of Education (3 Pages)

**MEMORANDUM OF UNDERSTANDING #16-30**  
**Between**  
**Region 17, Migrant Education Program**  
**Ventura County Office of Education**  
**And**  
**Oxnard Elementary School District**  
**1051 South A Street, Oxnard, California 93030**

This is an agreement to provide supplementary educational services for the Oxnard Elementary School District. This agreement is between the Ventura County Office of Education, Migrant Education Program, Region 17, hereinafter referred to as the Region and the Oxnard Elementary School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2016 to June 30, 2017 inclusive.

**The Region agrees to:**

- 1.0 Reimburse the District upon receipt of an invoice for any and all supplementary services provided to eligible migrant students and/or eligible migrant parents/guardians eligible to receive services as previously agreed and approved by the Region.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any and all necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter to identify and recruit any and all potential migrant students and/or parents.
- 5.0 Provide and maintain an official Migrant Education Program lap computer for use in the identification and recruitment services, when necessary.
- 6.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 7.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 8.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are sufficient funds.
- 9.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.
- 10.0 Provide supplementary educational services to Priority For Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students.

**The District agrees to:**

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for any and all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 Provide appropriate office space with desk, chair, phone, file cabinet, and any other relevant furniture and/or equipment relevant and necessary for the Recruiter to perform his/her duties.
- 3.0 Provide bus transportation for both the summer school program and the regular school year program.
- 4.0 Provide nutrition for both the summer school program and the regular school year program.
- 5.0 Provide custodial services for both the summer school program and the regular school year program.
- 6.0 Appropriate educational facilities for both the summer school program and the regular school year program.

**TERMINATION:**

Either party, in writing, may terminate this MOU at any time upon 30 days' written notice to the other Party.

**REVISION/AMENDMENT:**

This MOU may be revised and/or amended by mutual agreement of both parties at any time during the duration of the agreement.

**IDEMNIFICATION/HOLD HARMLESS:**

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

**Oxnard Elementary School District**

1051 South A Street  
Oxnard, California 93030

**Ventura County Office of Education**

5189 Verdugo Way  
Camarillo, California 93012

By: \_\_\_\_\_  
Signature Superintendent or Designee

By: \_\_\_\_\_  
Signature Superintendent or Designee

Lisa A. Franz  
Print Name

Dr. Roger Rice  
Print Name

Director, Purchasing  
Print Title

Deputy Superintendent  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 6/22/16

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 #16-31 – Continuing Development Inc. – Harrington NfL Preschool  
(Freeman/Thomas)**

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The agreement formalizes Early Learning programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of Continuing Development Inc. The Program offers a 3-hour preschool program for 72 four (4) year olds. The Harrington NfL Preschool will adhere to District Calendar and operate on the academic year. Eligibility criteria include children who reside within the high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate.

Term of the agreement: July 1, 2016 through June 30, 2017

**FISCAL IMPACT:**

**\$206,236.00** to be paid out of First 5/Oxnard Neighborhood for Learning funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #16-31 with Continuing Development Inc.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement #16-31, Continuing Development Inc. (13 pages)  
Exhibit A Reporting and Expenditure Timelines (1 Page)  
Exhibit B Service Provisions (2 Pages)  
Exhibit C Line Item Budget (1 Page)  
Exhibit D Payment Method (1 Page)  
Exhibit E Technology Services and Support (2 Pages)  
Exhibit F Oxnard NfL Preschool Attendance Policy (1 Page)  
Certificate of Insurance (2 Pages)



**OXNARD SCHOOL DISTRICT  
AGREEMENT #16-31**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **CONTINUING DEVELOPMENT, INC.**, 1500 Camino Del Sol, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

**WHEREAS**, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

**WHEREAS**, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

**WHEREAS**, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

**WHEREAS**, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

**WHEREAS**, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **HARRINGTON NfL PRESCHOOL**, hereinafter referred to as "**Program**" for fiscal year FY 2016-2017.

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

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

**SECTION 1 - GENERAL PROVISIONS**

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at 1500 Camino Del Sol, Oxnard, California 93030, Attention: Susan Dumars.

## **SECTION 2 - STANDARD PROVISIONS**

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

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

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position 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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

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

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

**2.5 INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

**2.6 CONTAMINATION AND POLLUTION.** SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

**2.7 INSURANCE.**

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

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

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

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

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

- 2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- 2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.
- 2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

**Additional Insured** as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
  - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
    - Oxnard School District
    - Attn: Lisa Franz, Director of Purchasing
    - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
  - 2.7.5.2 Additional insured endorsements; and
  - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

**2.8 ASSIGNABILITY.** Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

**2.9 INTEREST OF SUBCONTRACTOR.** SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

**2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

**2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

**2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

**2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

**2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

**2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform to all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

**2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

**2.17 COOPERATION WITH COMMISSION.** SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

**2.18 CONFIDENTIALITY.** DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

**2.19 MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

**2.20 CUSTODY OF RECORDS.** At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

**2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

## **2.22 AUDIT REQUIREMENTS**

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

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

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

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

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

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

**2.24.1** SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

**2.24.2** SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

**2.24.3** SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

**2.24.4** SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

**2.25 WITHHOLDING.** If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

**2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

**2.27 ATTRIBUTION.** SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is

identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

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

**2.29 TERMINATION FOR CAUSE.**

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

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

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

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

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

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



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

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

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

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

**2.33 PARTIAL PERFORMANCE.** In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

**2.34 FAIR HEARING.** SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

**2.35 MONITORING AND EVALUATION.** DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

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

**2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

**2.38 SECURITY DEPOSITS.** If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.

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

- 3.1 PROGRAM DESCRIPTION.** Exhibit B attached hereto is incorporated herein by this reference.

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

- 4.1 PAYMENT METHOD.** SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7<sup>th</sup>. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

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

- 4.5 BUDGET JUSTIFICATION.**

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

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

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

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

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

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

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

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

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

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

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

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

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

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

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

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

**4.11 REIMBURSEMENT.** SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1)

state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

**4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS.** SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

**4.13 MATCHING FUNDS.** SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

## **SECTION 5 – MISCELLANEOUS**

**5.1 GOVERNING LAW.** This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

**5.2 WAIVER.** The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

**5.3 COMPLIANCE WITH LAWS.** In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

**5.4 WHOLE AGREEMENT.** This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

**5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY.** Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

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

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, D, E and F attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2016-2017, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

**IN WITNESS THEREOF**, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

**SUBCONTRACTOR APPROVAL:**

**DISTRICT APPROVAL:**

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

Susan Dumars, President  
(Typed Name/Title)

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

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

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

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

CONTINUING DEVELOPMENT, INC.  
**HARRINGTON nFL PRESCHOOL**

Term: July 1, 2016 to June 30, 2017

**REPORTING and EXPENDITURE TIMELINES**

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

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

**Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.**

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

<b>Reporting Period</b>	<b>Invoice/Report Due</b>	<b>Due Date</b>
July 1, 2016 – July 31, 2016	Month 1 Invoice	August 15, 2016
August 1, 2016 – August 31, 2016	Month 2 Invoice	September 15, 2016
September 1, 2016 – September 30, 2016	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2016
October 1, 2016 – October 31, 2016	Month 4 Invoice, and <i>DRDPs for each student</i>	November 15, 2016
November 1, 2016 – November 30, 2016	Month 5 Invoice	December 15, 2016
December 1, 2016 – December 31, 2016	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2017
January 1, 2017 – January 31, 2017	Month 7 Invoice	February 15, 2017
February 1, 2017 – February 28, 2017	Month 8 Invoice	March 15, 2017
March 1, 2017 – March 31, 2017	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2017
April 1, 2017 – April 30, 2017	Month 10 Invoice	May 15, 2017
May 1, 2017 – May 31, 2017	Month 11 Invoice, and <i>DRDP for each Student</i>	June 15, 2017
June 1, 2017 – June 30, 2017	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	<b>July 7, 2017</b>

**Submit to:**

Oxnard School District  
 1051 South A Street  
 Oxnard, California 93030

Attn: Noemi Valdes  
 Director of Early Childhood Education Programs

**CONTINUING DEVELOPMENT, INC.**

**Exhibit B**

**HARRINGTON NfL PRESCHOOL**

July 1, 2016 to June 30, 2017

**Program Description:** Provide Early Childhood Education (ECE) program to four (4) year olds. Offering three (3), three (3) hour half day sessions per day. The program will adhere to the Oxnard School District Single Track Calendar and operate 180 days. Enrollment shall be maintained at this level throughout the school year.

**Program Outcome(s)** - Early Learning: Children participate in quality preschool, Parents are engaging children in early learning and are reading to their children often and from an early age.

**Program Component Description**

Provide 180 days of Early Childhood Education (ECE) programs offering 3 hour AM, PM, and Twilight sessions targeting 4-year olds. Preschool will operate following the academic calendar of the Oxnard School District. Provider will demonstrate student academic and developmental growth by administering assessments: DRDP-2015, ELSA. Programs will also assess environmental and adult/child interaction quality utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate. Priority is given to working families who meet income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate.  
**Harrington NfL Preschool subcontracted to Continuing Development, Incorporated (CDI).**

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Quantitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early education programs for children (Harrington)	Class	24 ECE spaces (half day) x 3 sessions = 72 spaces	180 contacts	Children 0-5	Yes	72 participants	12,960 contacts	90% children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP- 2015	DRDP-2015

**CONTINUING DEVELOPMENT, INC.**

***Exhibit B***

**HARRINGTON NfL PRESCHOOL**

July 1, 2016 to June 30, 2017

**OPERATIONAL PROVISIONS**

2 The agency will provide the Oxnard School District with a copy of the License to Operate and Maintain a Day Care Center.

The agency is responsible to ensure students attend school regularly. The agency will enforce the Oxnard NfL Preschool Attendance Policy (Exhibit F). The agency will assist parents to correct excessive absences, and will educate parents about the importance regular attendance to student achievement. Agency will submit  
3 monthly reports to Oxnard School District detailing communication efforts and outcomes.

The agency will provide the Oxnard School District with an overall representation of the early childhood development setting created at Harrington NfL Preschool, and the interactions between preschool professionals and students by implementing the Early Childhood Environmental Rating Scale (ECERS). Agency will provide the Oxnard NfL with a copy of the ECERS rating results and corresponding correction plan for areas needing improvement. ECERS assessment will be performed  
4 during first quarter of each school year.

The agency will demonstrate developmental growth of children by administering one (1) pre, and one (1) post Desired Results Developmental Profile-2015  
5 observational assessment protocol for each student participant, and will demonstrate how results guide instruction of individual students.

The agency will demonstrate increased Kindergarten school readiness among participating preschool students by implementing instruction analysis, evaluation, and monitoring to ensure preschool program effectiveness and individual student academic achievement. The agency will provide the Oxnard School District with the results of summative and formative assessments, and demonstrate how results were used to guide whole group and individualized instruction. Examples of  
6 summative and formative assessments include: ELSA, PPVT, PALS.

The agency will encourage the development of belonging to an elementary school by coordinating site visits to the kindergarten classes for parent and children, and provide opportunities for parents to meet kindergarten teachers, the school principal. When teachers identify social/emotional and/or family concerns, agency will  
7 link families to the Family Resource Center, and refer parents to the BEST Program for speech/language and/or cognitive concerns.

By January 31, 2017 the agency will present to the Oxnard School District a procedures plan (to address implementation of eligibility criteria) and anticipated dates for preschool registration prior to engaging in registration for the following school year. Agency will coordinate registration dates with the Oxnard NfL Director.  
8 Registration dates will be announced to the general public via NfL Calendar.

The agency will notify Oxnard School District of any changes in instructional calendar 30 days in advance in order to communicate changes with affected Oxnard  
9 School District departments.

10 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

Agency will participate in QRIS project spearheaded by Ventura County Office of Education. Agency will provide the District the QRIS rating scores for Harrington  
11 NfL Preschool.

12 Convert First 5 funded preschool spaces to State Preschool funding whenever possible.

13 Agency will provide District quarterly narratives, highlighting child growth and family successes.



CONTINUING DEVELOPMENT INC.  
**HARRINGTON nFL PRESCHOOL**  
 July 1, 2016 to June 30, 2017  
**LINE ITEM JUSTIFICATION EXAMPLE**  
**\$206,236.00**

*Exhibit C*

	TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
<b>I. PERSONNEL SERVICES</b>				
Salaries and Benefits				
Site Supervisor	27,000.00		15,000.00	42,000.00
Teacher	105,578.00		39,327.00	144,905.00
Support Services	14,079.00		19,100.00	33,179.00
Taxes and Benefits	34,449.00		17,891.00	52,340.00
<b>Subtotal Personnel</b>	<b>181,106.00</b>	<b>-</b>	<b>91,318.00</b>	<b>272,424.00</b>
<b>II. OPERATING EXPENSES</b>				
Curriculum Supplies	3,800.00		3,000.00	6,800.00
Printed Materials	3,000.00		2,000.00	5,000.00
Computer/Software Supplies	500.00		500.00	1,000.00
Professional Development	800.00		800.00	1,600.00
Student Accident Insurance	150.00			150.00
Office Supplies	500.00		1,000.00	1,500.00
Telephone/Utilities	1,500.00		1,500.00	3,000.00
Food	4,880.00		3,000.00	7,880.00
<b>Subtotal Operating Expenses</b>	<b>15,130.00</b>	<b>-</b>	<b>11,800.00</b>	<b>26,930.00</b>
<b>III. Minor Equipment (under \$5,000)</b>				
<b>Subtotal Minor Equipment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>IV. OTHER EXPENSES</b>				
<b>Subtotal Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>V. INDIRECT</b>				
Indirect Costs - Administrative costs	10,000.00		-	10,000.00
<b>TOTAL BUDGET</b>	<b>206,236.00</b>	<b>-</b>	<b>103,118.00</b>	<b>309,354.00</b>

List and describe cash source(s)\*:

List and describe in-kind support\*:

CDI will provide 24 State Preschool funded slots for 180 days which equals \$103,118.00

**CONTINUING DEVELOPMENT, INC.  
HARRINGTON NfL PRESCHOOL**

Term: July 1, 2016 to June 30, 2017

**PAYMENT METHOD**

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

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term July 1, 2016 through June 30, 2017 shall not exceed **\$206,236.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

**CONTINUING DEVELOPMENT, INC.  
HARRINGTON nFL PRESCHOOL**

Term: July 1, 2016 to June 30, 2017

**Exhibit E  
Technology Services and Support**

- 1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.
- 2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor... Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."
- 3) All donations that meet the District standards will be joined to the District Active Directory Domain.
- 4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:
  - a. Login
  - b. Run Waterford
  - c. Print to Preschool Printer
  - d. Access Filtered Internet
  - e. Limited Storage on local server

In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

- 5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:
  - a. Login
  - b. Run Waterford
  - c. Print to Preschool Printer
  - d. Access Filtered Internet
  - e. Access Limited Storage on local server
  - f. Access WebMail from third party provider.
- 6) Neither students not staff will be provided:
  - a. Access to workstation or server to install programs

- b. Oxnard School District Email Accounts
  - c. Access to District SIS
  - d. Access to District Files
- 7) All district purchased and donated systems will be treated like other District computers. When an issue arises...
- a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff
  - b. If local lab technician is not available, the requestor may email the District IT Department at [support@oxnardsd.org](mailto:support@oxnardsd.org) or call (805) 385-1501 ext. 2100
    - i. IT staff will contact the requestor within 24 hours
    - ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.
  - c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.
- 8) The IT District and Local Support staff will provide:
- a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?
  - b. **Login Support** – Are logins connecting to network and their assigned resources?
  - c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.
  - d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software. If issues arise, is it hardware, software or network related?
  - e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.
- 9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.
- 10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.

**CONTINUING DEVELOPMENT, INC.  
HARRINGTON NfL PRESCHOOL**

Term: July 1, 2016 to June 30, 2017

**Exhibit F  
NfL Preschool Attendance Policy**

The Oxnard School District – Oxnard Neighborhood for Learning Program believes that regular attendance plays a key role in student achievement. The program recognizes its responsibility to ensure parents are aware that students are expected to be in attendance daily. To improve student attendance, the NfL preschool operators shall implement steps to identify the reasons for a student's absences and to help resolve absence patterns. Strategies shall focus on early intervention and will include:

1. Communication in person or phone between school staff and parent/guardian
2. After 3 absences, communication in writing between school staff and parent/guardian, and;
3. Referral to the Oxnard NfL family strengthening/service coordination team for support
4. Conference between school staff and parent
5. Termination of student

If absences continue and all interventions have been exhausted, student will be terminated. Once a child is terminated, the student will be placed at the bottom of the waiting list until all others on waiting list are placed.

**Excused Absences**

Absence from preschool school shall be excused only for:

1. Illness of student
2. Medical appointments of the student  
Insofar as class participation is an integral part of student's learning experience, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours
3. Family emergencies (bereavement, quarantine)
4. Court ordered visitations of child
5. Personal choice days
  - a. Participation in religious instruction or exercises

Student absences may be considered excused subject to Site Supervisor and/or NfL Director.

**Method of Verification**

When students who have been absent return to school, they must present an explanation verifying the reason for the absence. The following methods will be used to verify absences:

1. Written note from parent/guardian
2. Conversation in person or telephone between the school site staff and student's parent/guardian. The school site staff shall record:
  - a. Name of student
  - b. Name of parent/guardian
  - c. Name of school site staff
  - d. Date or dates of absences
  - e. Reason for absence.
3. Verification of medical appointment – appointment card, etc.

All school absences must be verified by one of the above methods within four school days of the student's return to school.

**Total Number of Allowances is equal to 0**

Excusing of any absence due to illness of the child is at the discretion of the Site Supervisor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2015

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> Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 John B. Suhr, MS, CPCU, CRM, C	<b>CONTACT NAME:</b> John B. Suhr, MS, CPCU, CRM, C <b>PHONE (A/C, No, Ext):</b> 408-510-5440 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Child Development Inc. Continuing Development, Inc. Child Development Centers, Inc Choices For Children 20 Great Oaks Blvd, Ste 200 San Jose, CA 95119-1399	<b>INSURER A :</b> Nonprofits Ins. Alliance of CA		
	<b>INSURER B :</b> Safety National Casualty		
	<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.

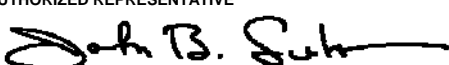
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Stop Gap WA</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		201530519NPO	07/01/2015	07/01/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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			201530519NPO	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			201530519UMBPO	07/01/2015	07/01/2016	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
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	Y/N	N/A	LDM4049293	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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	<b>Professional Liab.</b>			201530519NPO	07/01/2015	07/01/2016	<b>Limit/Agg</b> <b>1mil/2mil</b>
A	<b>Sex Misconduct</b>			201530519NPO	07/01/2015	07/01/2016	<b>Limit/Agg</b> <b>1mil/2mil</b>

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

**RE: Center Harrington CDC #177.**  
Certificate holder is named as additional insured as per attached endorsement form CG2011.

### CERTIFICATE HOLDER

### CANCELLATION

<b>OXNARDS</b>  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 – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You): Center Harrington CDC #177
2. Name of Person or Organization (Additional Insured): Oxnard School District

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming that person or organization as additional insured has been issued.

3. Additional Premium: INCLUDED

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 6/22/16

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 #16-32 - Mixteco/Indigena Community Organizing Project (MICOP) – Case Management, Resource & Referral (Freeman/Thomas)**

The agreement formalizes Family Strengthening programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Case Management, Resource & Referral services specifically to the Mixteco community.

Term of the agreement **July 1, 2016 through June 30, 2017**

**FISCAL IMPACT:**

**\$89,698.00** to be paid out of First 5/Oxnard Neighborhood for Learning funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #16-32 with Mixteco/Indigena Community Organizing Project (MICOP).

**ADDITIONAL MATERIAL:**

- Attached:** Agreement #16-32, Mixteco/Indigena Community Organizing Project (13 pages)  
Exhibit A Reporting and Expenditure Timelines (1 Page)  
Exhibit B Service Provisions (1 Page)  
Exhibit C Line Item Budget (1 Page)  
Exhibit D Payment Method (1 Page)  
Exhibit E Technology Services and Support (2 Pages)  
Certificate of Insurance (2 Pages)



**OXNARD SCHOOL DISTRICT  
AGREEMENT #16-32**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT (MICOP)**, P.O. Box 20543, Oxnard, California 93034, hereinafter referred to as "**SUBCONTRACTOR**".

**WHEREAS**, the DISTRICT is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

**WHEREAS**, the DISTRICT has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

**WHEREAS**, pursuant to the First 5 Agreement, COMMISSION selected DISTRICT to receive a portion of COMMISSION's allocation from revenues collected from the Proposition 10 excise taxes; and

**WHEREAS**, DISTRICT and SUBCONTRACTOR are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

**WHEREAS**, DISTRICT selected SUBCONTRACTOR, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **CASE MANAGEMENT, RESOURCE & REFERRAL**, hereinafter referred to as "**Program**" for fiscal year FY 2016-2017.

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

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

**SECTION 1 - GENERAL PROVISIONS**

- 1.1 ADMINISTRATION.** DISTRICT Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent DISTRICT in all matters pertaining to this Agreement and shall administer this Agreement on behalf of DISTRICT. District Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. SUBCONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of SUBCONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time SUBCONTRACTOR shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** DISTRICT agrees to pay SUBCONTRACTOR a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 20543, Oxnard, California 93034 Attention: Arcenio Lopez.

## **SECTION 2 - STANDARD PROVISIONS**

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

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

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position 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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that

SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

**2.5 INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

**2.6 CONTAMINATION AND POLLUTION.** SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

**2.7 INSURANCE.**

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

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

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

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

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

- 2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
  - 2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.
  - 2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

**Additional Insured** as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:  
Oxnard School District  
Attn: Lisa A. Franz, Director of Purchasing  
1051 South A Street, Oxnard, CA 93030  
The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
  - 2.7.5.2 Additional insured endorsements; and
  - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

**2.8 ASSIGNABILITY.** Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

**2.9 INTEREST OF SUBCONTRACTOR.** SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

**2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

**2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

**2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

**2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

**2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

**2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform to all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

**2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

**2.17 COOPERATION WITH COMMISSION.** SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

**2.18 CONFIDENTIALITY.** DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

**2.19 MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

**2.20 CUSTODY OF RECORDS.** At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

**2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

## **2.22 AUDIT REQUIREMENTS**

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

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

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

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

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

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

**2.24.1** SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

**2.24.2** SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

**2.24.3** SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

**2.24.4** SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

**2.25 WITHHOLDING.** If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

**2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

**2.27 ATTRIBUTION.** SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is

identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

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

**2.29 TERMINATION FOR CAUSE.**

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

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

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

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

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

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



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

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

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

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

**2.33 PARTIAL PERFORMANCE.** In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

**2.34 FAIR HEARING.** SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

**2.35 MONITORING AND EVALUATION.** DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

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

**2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

**2.38 SECURITY DEPOSITS.** If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.

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

- 3.1 PROGRAM DESCRIPTION.** Exhibit B attached hereto is incorporated herein by this reference.

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

- 4.1 PAYMENT METHOD.** SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7<sup>th</sup>. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

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

- 4.5 BUDGET JUSTIFICATION.**

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

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

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

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

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

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

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

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

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

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

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

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

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

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

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

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

**4.11 REIMBURSEMENT.** SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1)

state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

**4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS.** SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

**4.13 MATCHING FUNDS.** SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

## **SECTION 5 – MISCELLANEOUS**

**5.1 GOVERNING LAW.** This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

**5.2 WAIVER.** The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

**5.3 COMPLIANCE WITH LAWS.** In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

**5.4 WHOLE AGREEMENT.** This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

**5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY.** Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

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

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, D and E attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2016-2017, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

**IN WITNESS THEREOF**, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

**SUBCONTRACTOR APPROVAL:**

**DISTRICT APPROVAL:**

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

Arcenio Lopez, Executive Director  
(Typed Name/Title)

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

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

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

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

**MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT  
 CASE MANAGEMENT, RESOURCE & REFERRAL**

Term: July 1, 2016 to June 30, 2017

**REPORTING and EXPENDITURE TIMELINES**

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

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

**Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.**

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

<b>Reporting Period</b>	<b>Invoice/Report Due</b>	<b>Due Date</b>
July 1, 2016 – July 31, 2016	Month 1 Invoice	August 15, 2016
August 1, 2016 – August 31, 2016	Month 2 Invoice	September 15, 2016
September 1, 2016 – September 30, 2016	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2016
October 1, 2016 – October 31, 2016	Month 4 Invoice	November 15, 2016
November 1, 2016 – November 30, 2016	Month 5 Invoice	December 15, 2016
December 1, 2016 – December 31, 2016	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2017
January 1, 2017 – January 31, 2017	Month 7 Invoice	February 15, 2017
February 1, 2017 – February 28, 2017	Month 8 Invoice	March 15, 2017
March 1, 2017 – March 31, 2017	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2017
April 1, 2017 – April 30, 2017	Month 10 Invoice	May 15, 2017
May 1, 2017 – May 31, 2017	Month 11 Invoice	June 15, 2017
June 1, 2017 – June 30, 2017	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	<b>July 7, 2017</b>

**Submit to:**

Oxnard School District  
 1051 South A Street  
 Oxnard, California 93030

Attn: Noemi Valdes  
 Director of Early Childhood Education Programs

**Mixteco Indigena Community Organizing Project  
Case Management, Resource & Referral (Puentes)**

**Exhibit B**

July 1, 2016 to June 30, 2017

Program Description: Family Strengthening Services is built on the underlying principle that children do well when their families do well and families do better when they live in supportive neighborhoods. The Case Management, Outreach, Resource & Referral services MICOP will provide compliments the Oxnard NfL Family strengthening framework by providing culturally and linguistically relevant services to an isolated and hard to reach community, engaging parent participation in NfL activities, linking families to health, dental, vision, mental health and other social services.

Program Outcome(s): Parents are linked with services they need and other resources they are eligible for. Parents have the tools, resources, and support for healthy attachments and positive interactions with their children.

**Program Component Description**

Provide case management, resource and referral services and interpretation as needed to medical, dental, vision, mental health and other social services accessed through Family Resource Centers (FRCs) and community agencies specifically for Mixtec families. Outreach will be performed to promote linkage to social services, early literacy, and school readiness services. Staff will maintain case management model as the basis for coordinating strategic services for at-risk families. Promotoras will participate as members of the multi-disciplinary team for the delivery of intensive interventions for the target population. Staff will be located at Harrington and Chavez FRCs and at the Mixteco Indigena Community Organizing Project office.

No.	Activity	Method	Milestones / Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance		Qualitative	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Service coordination/case management	Home visits, inperson and phone consultation	N/A	8 contacts	Parents	Yes	300	2,400	TBD	TBD

**Program Specific Operational Provisions**

- 2 Agency will encourage parent participation on the Oxnard NfL Parent Advisory groups at the Family Resource Centers; to assess the need of the Mixteco community and provide information, programming and implementation input.
- 3 Agency will continue to collaborate and plan with Oxnard NfL program and staff staff for implementation of family strengthening services at the Oxnard School District Family Resource Centers.
- 4 Agency will provide community resource and referral; linking parents to medical, dental, vision, mental health and other social services and community agencies, with an annual target of 1,500 parents served.
- 5 In partnership with other family strengthening providers, agency will participate in community events to promote linkage to services, early literacy, and school readiness.
- 6 Agency will continue to facilitate regular "case conferencing"/ supervision of case management; as a means to coordination of services for Puentes cases.
- 7 Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
- 8 Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services
- 9 Agency will provide District quarterly narratvies, highlighting child growth and family successes.

Contract Agency: Mixteco Indigena Community Organizing Project  
 Project Title: Case Management, Resource & Referral  
 Contract Period: July 1, 2016 - June 30, 2017

**Exhibit C**

First Five covers .6424 FTE. OSD Covers 1.8576 FTE

BUDGET CATEGORY	Oxnard NfL Funding	Matching Funds		Total
		Cash	In-Kind	
<b>LINE ITEMS</b>				
<b>I. PERSONNEL SERVICES</b>				
<b>Full-Time Staff</b>				
Program manager supervision 4.5 h/w x 1.8576	\$9,027.94			\$9,027.94
Primary Promotor outreach/case management 1.3576 FTE	\$43,008.77			\$43,008.77
Promotores salary from First Five Contract				\$0.00
Administrative and reporting assistance	\$4,880.03			\$4,880.03
Clinical Supervision (2 x 52 x \$51)			\$5,304.00	\$5,304.00
<b>Subtotal</b>	<b>\$56,916.74</b>	<b>\$0.00</b>	<b>\$5,304.00</b>	<b>\$62,220.74</b>
Tax/Benefits @ 18.55	\$10,558.05	\$0.00		\$10,558.05
<b>Part-Time Staff</b>				
Assistant Promotor .45	\$13,875.60			\$13,875.60
<b>Subtotal</b>	<b>\$13,875.60</b>			<b>\$13,875.60</b>
Tax/Benefits @ 14.55	\$2,018.90			\$2,018.90
<b>Subtotal Personnel</b>	<b>\$83,369.29</b>	<b>\$0.00</b>	<b>\$5,304.00</b>	<b>\$88,673.29</b>
<b>II. OPERATING EXPENSES</b>				
Mileage	\$144.12			\$144.12
Phone (3 employees x \$25 x 12 mo)	\$900.00			\$900.00
Liability Insurance	\$972.00			\$972.00
Program Supplies	\$450.00			\$450.00
Humanitarian Aid to Oxnard Families		\$12,500.00		\$12,500.00
Facility Usage Fees for Oxnard Community		\$2,640.00		\$2,640.00
<b>Subtotal Operating Expenses</b>	<b>\$2,466.12</b>	<b>\$15,140.00</b>	<b>\$0.00</b>	<b>\$17,606.12</b>
<b>Subtotal</b>	<b>\$85,835.41</b>	<b>\$15,140.00</b>	<b>\$5,304.00</b>	<b>\$106,279.41</b>
<b>III. INDIRECT COSTS</b>				
MICOP administrative costs@ 4.5%	\$3,862.59	\$605.60		\$4,468.19
<b>TOTAL BUDGET</b>	<b>\$89,698.00</b>	<b>\$15,745.60</b>	<b>\$5,304.00</b>	<b>\$110,747.60</b>



**MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT  
CASE MANAGEMENT, RESOURCE & REFERRAL**

Term: July 1, 2016 to June 30, 2017

**PAYMENT METHOD**

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

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term July 1, 2016 through June 30, 2017 shall not exceed **\$89,698.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

**MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT.  
CASE MANAGEMENT, RESOURCE & REFERRAL**

Term: July 1, 2016 to June 30, 2017

**Exhibit E  
Technology Services and Support**

- 1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.
- 2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor... Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."
- 3) All donations that meet the District standards will be joined to the District Active Directory Domain.
- 4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:
  - a. Login
  - b. Run Waterford
  - c. Print to Preschool Printer
  - d. Access Filtered Internet
  - e. Limited Storage on local server

In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

- 5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:
  - a. Login
  - b. Run Waterford
  - c. Print to Preschool Printer
  - d. Access Filtered Internet
  - e. Access Limited Storage on local server
  - f. Access WebMail from third party provider.
- 6) Neither students not staff will be provided:
  - a. Access to workstation or server to install programs

- b. Oxnard School District Email Accounts
  - c. Access to District SIS
  - d. Access to District Files
- 7) All district purchased and donated systems will be treated like other District computers. When an issue arises...
- a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff
  - b. If local lab technician is not available, the requestor may email the District IT Department at [support@oxnardsd.org](mailto:support@oxnardsd.org) or call (805) 385-1501 ext. 2100
    - i. IT staff will contact the requestor within 24 hours
    - ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.
  - c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.
- 8) The IT District and Local Support staff will provide:
- a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?
  - b. **Login Support** – Are logins connecting to network and their assigned resources?
  - c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.
  - d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software. If issues arise, is it hardware, software or network related?
  - e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.
- 9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.
- 10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2015

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 Phone: (805) 681-0505 Fax: (805) 681-0054 <b>HOLMES &amp; HOLMES INSURANCE AGENCY, INC.</b> 299 N. FAIRVIEW AVE. 2ND FLOOR GOLETA CA 93117	CONTACT NAME: <b>John Holmes</b> PHONE (A/C No. Ext): (805) 681-0505 FAX (A/C No.): (805) 681-0054 E-MAIL ADDRESS: <b>jholmes@hhins.net</b>																					
Agency Lic#: OC17318	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td><b>Nonprofits' Insurance Alliance of California</b></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td><b>State Compensation Insurance Fund</b></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	<b>Nonprofits' Insurance Alliance of California</b>		INSURER B :	<b>State Compensation Insurance Fund</b>		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURED <b>MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT</b> <b>C/O DONNA FOSTER</b> <b>PO BOX 20543</b> <b>OXNARD CA 93034</b>																						

COVERAGES CERTIFICATE NUMBER: 22601 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		2015-13469-NPO	06/16/15	06/16/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED. EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Improper Sexual Con \$ 1mil/2mil
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			2015-13469-NPO	06/16/15	06/16/16	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			2015-13469-UMB	06/16/15	06/06/16	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9097749-15	04/29/15	04/29/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A	Directors & Officers			2015-13469-DO	06/16/15	06/16/16	Each Wrongful Act 1,000,000 Annual Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder's Additional Insured status respects General Liability for operations of the Named Insured subject to the terms and conditions of attached form CG 20 10 07 04

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A St. Oxnard, CA 93030  Attention:	<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  Kay A. Holmes
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming that person or organization as additional insured has been issued.

Oxnard Performing Arts and Convention Center, 800 Hobson Way, Oxnard, CA 93030

3. Additional Premium: INCLUDED

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	<b>All insured premises and operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Oxnard School District 1051 South A St. Oxnard, CA 93030
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**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 6/22/16

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 #16-33 - Mixteco/Indigena Community Organizing Project (MICOP) – Aprendiendo con Mama y Papa (Freeman/Thomas)**

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The agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Aprendiendo con Mama y Papa workshop services specifically to the Mixteco community.

**Term of the agreement: July 1, 2016 through June 30, 2017**

**FISCAL IMPACT:**

**\$15,291.00** to be paid out of First 5/Oxnard Neighborhood for Learning funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #16-33 with Mixteco/Indigena Community Organizing Project (MICOP).

**ADDITIONAL MATERIAL:**

- Attached:** Agreement #16-33, Mixteco/Indigena Community Organizing Project (13 Pages)  
Exhibit A Reporting and Expenditure Timelines (1 Page)  
Exhibit B Service Provisions (1 Page)  
Exhibit C Line Item Budget (1 Page)  
Exhibit D Payment Method (1 Page)  
Certificate of Insurance (3 Pages)

**OXNARD SCHOOL DISTRICT  
AGREEMENT #16-33**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT (MICOP)**, P.O. Box 20543, Oxnard, California 93034, hereinafter referred to as "**SUBCONTRACTOR**".

**WHEREAS**, the DISTRICT is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

**WHEREAS**, the DISTRICT has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "COMMISSION", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

**WHEREAS**, pursuant to the First 5 Agreement, COMMISSION selected DISTRICT to receive a portion of COMMISSION's allocation from revenues collected from the Proposition 10 excise taxes; and

**WHEREAS**, DISTRICT and SUBCONTRACTOR are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

**WHEREAS**, DISTRICT selected SUBCONTRACTOR, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **APRENDIENDO CON MAMA y PAPA**, hereinafter referred to as "**Program**" for fiscal year FY 2016-2017.

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

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

**SECTION 1 - GENERAL PROVISIONS**

- 1.1 ADMINISTRATION.** DISTRICT Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent DISTRICT in all matters pertaining to this Agreement and shall administer this Agreement on behalf of DISTRICT. District Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. SUBCONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of SUBCONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time SUBCONTRACTOR shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** DISTRICT agrees to pay SUBCONTRACTOR a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.



- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 20543, Oxnard, California 93034 Attention: Arcenio Lopez.

## **SECTION 2 - STANDARD PROVISIONS**

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

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

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position 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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

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

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

**2.5 INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

**2.6 CONTAMINATION AND POLLUTION.** SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

**2.7 INSURANCE.**

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

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

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

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

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

- 2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- 2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.
- 2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

**Additional Insured** as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
  - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
    - Oxnard School District
    - Attn: Lisa A. Franz, Director of Purchasing
    - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
  - 2.7.5.2 Additional insured endorsements; and
  - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

**2.8 ASSIGNABILITY.** Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

**2.9 INTEREST OF SUBCONTRACTOR.** SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

**2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

**2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

**2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

**2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

**2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

**2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform to all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

**2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

**2.17 COOPERATION WITH COMMISSION.** SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

**2.18 CONFIDENTIALITY.** DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

**2.19 MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

**2.20 CUSTODY OF RECORDS.** At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

**2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

## **2.22 AUDIT REQUIREMENTS**

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

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

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

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

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

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

**2.24.1** SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

**2.24.2** SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

**2.24.3** SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

**2.24.4** SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

**2.25 WITHHOLDING.** If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

**2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

**2.27 ATTRIBUTION.** SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is

identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

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

**2.29 TERMINATION FOR CAUSE.**

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

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

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

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

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

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

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

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

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

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

**2.33 PARTIAL PERFORMANCE.** In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

**2.34 FAIR HEARING.** SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

**2.35 MONITORING AND EVALUATION.** DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

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

**2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

**2.38 SECURITY DEPOSITS.** If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.



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

- 3.1 PROGRAM DESCRIPTION.** Exhibit B attached hereto is incorporated herein by this reference.

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

- 4.1 PAYMENT METHOD.** SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7<sup>th</sup>. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

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

- 4.5 BUDGET JUSTIFICATION.**

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

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

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

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

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

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

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

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

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

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

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

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

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

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

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

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

**4.11 REIMBURSEMENT.** SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1)

state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

**4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS.** SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

**4.13 MATCHING FUNDS.** SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

## **SECTION 5 – MISCELLANEOUS**

**5.1 GOVERNING LAW.** This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

**5.2 WAIVER.** The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

**5.3 COMPLIANCE WITH LAWS.** In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

**5.4 WHOLE AGREEMENT.** This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

**5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY.** Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

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

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2016-2017, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

**IN WITNESS THEREOF**, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

**SUBCONTRACTOR APPROVAL**

**DISTRICT APPROVAL**

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

Arcenio Lopez, Executive Director  
(Typed Name/Title)

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

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

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

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

**MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT  
APRENDIENDO CON MAMA y PAPA**

Term: July 1, 2016 to June 30, 2017

**REPORTING and EXPENDITURE TIMELINES**

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

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

**Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.**

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

<b>Reporting Period</b>	<b>Invoice/Report Due</b>	<b>Due Date</b>
July 1, 2016 – July 31, 2016	Month 1 Invoice	August 15, 2016
August 1, 2016 – August 31, 2016	Month 2 Invoice	September 15, 2016
September 1, 2016 – September 30, 2016	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2016
October 1, 2016 – October 31, 2016	Month 4 Invoice	November 15, 2016
November 1, 2016 – November 30, 2016	Month 5 Invoice	December 15, 2016
December 1, 2016 – December 31, 2016	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2017
January 1, 2017 – January 31, 2017	Month 7 Invoice	February 15, 2017
February 1, 2017 – February 28, 2017	Month 8 Invoice	March 15, 2017
March 1, 2017 – March 31, 2017	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2017
April 1, 2017 – April 30, 2017	Month 10 Invoice	May 15, 2017
May 1, 2017 – May 31, 2017	Month 11 Invoice	June 15, 2017
June 1, 2017 – June 30, 2017	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	<b>July 7, 2017</b>

**Submit to:**

Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Attn: Noemi Valdes  
Director of Early Childhood Education Programs

**MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT**

*Exhibit B*

**APRENDIENDO con MAMA y PAPA**

July 1, 2016 to June 30, 2017

**Program Description:** Aprendiendo con Mama y Papa program is designed to strengthen Mixteco families by encouraging and modeling positive interactions of 2-3 year olds. Parent/child dyads will participated in activities which stimulate children's social, emotional, physical, cognitive and sensory development.

**Program Outcome(s) - Early Learning;** Parents are engaging children in early learning and are reading to their children offer and from an early age. Parents have the tools, resources and supports for healthy attachments and positive interactions with their children.

Provide supports to strengthen bonds between parents and their children and the responsiveness to toddler's needs by increasing knowledge and understanding of the development of young children. **Aprendiendo con Mama y Papa** is a series of Parent and Child Together (PACT) classes oriented around activities which encourage parents to interact with and stimulate thier child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixteco population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipulatives, art, nutrition, book-sharing. Each series will consists of 6-8 parent/child dyads, for 6 weeks - one time per week for 60 minutes. Series will be offered at self contained locations that lend themselves to the needs of young children. **Subcontracted to Mixteco Indigena Community Organizing Project**

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early Learning for PACT	Class	7 cohorts, 6 sessions per cohort = 42 sessions	6 contacts per participant	Children 0-5 and Parents	Yes	56 Children and 42 Parents = 98 participants	588 contacts	TBD	TBD

**PROGRAM SPECIFIC OPERATIONAL PROVISIONS**

- 2 Agency is responsible to perform outreach in the community for puposes of engaging parent participation.
- 3 Agency will refer family to Oxnard Nfl Family Liaisons located at the Oxnard School District Family Resource Centers as needed for linkage to community services.
- 4 Agency will provide a list of activities for inclusion in the monthly Nfl calendar no later than the 10th of the month before the events.
- 5 Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
- 6 Agency will incorporate the F5VC Commission approved Early Learning for Parent and Child Together Standards into Program implementation practices.

Contract Agency: Mixteco Indigena Community Organizing Project

Exhibit C

Project Title: Aprendiendo con Mama y Papa

Contract Period: July 1, 2016 - June 30, 2017

BUDGET CATEGORY	Oxnard NfL Funding	Matching Funds		Total
		Cash	In-Kind	
<b>LINE ITEMS</b>				
<b>I. PERSONNEL SERVICES</b>				
Promotoras (7 series x 30 h + 40 training) x \$15	\$3,750.00			\$3,750.00
Childcare (5 series x 2 hrs x 6 sessions x \$12.50)	\$750.00			\$750.00
Supervision and Clinical (\$17.0 x 4h/w x 52 w)	\$3,536.00			\$3,536.00
Administrative Support (\$18.5 x .75h/w x 52w)	\$721.50			\$721.50
ED Oversight of program		\$1,140.00		\$1,140.00
Enrollment through Puentes program				\$0.00
Clinical supervision			\$1,224.00	\$1,224.00
<b>Subtotal</b>	<b>\$8,757.50</b>			<b>\$8,757.50</b>
Benefits @ .14	\$1,226.05			\$1,226.05
<b>Subtotal Personnel</b>	<b>\$9,983.55</b>	<b>\$1,140.00</b>	<b>\$1,224.00</b>	<b>\$12,347.55</b>
<b>II. OPERATING EXPENSES</b>				
Teaching Materials (\$180 x 7 series)	\$1,400.00			\$1,400.00
Manipulatives (\$71.42 x 7 series)	\$500.00			\$500.00
Office Supplies	\$350.00		\$300.00	\$650.00
Snacks (\$60 x 7 series)	\$418.74			\$418.74
Class Completion Incentives ( 7 series x 7 students)	\$980.00			\$980.00
Parent Kits (\$12.25 x 7 series x 7 students)	\$600.25			\$600.25
Basic needs - community meetings			\$2,000.00	\$2,000.00
<b>Subtotal Operating Expenses</b>	<b>\$4,248.99</b>	<b>\$0.00</b>	<b>\$3,524.00</b>	<b>\$7,772.99</b>
<b>III. OTHER EXPENSES</b>				
Liability Insurance	\$400.00	\$0.00	\$0.00	\$400.00
<b>Subtotal</b>	<b>\$14,632.54</b>	<b>\$1,140.00</b>	<b>\$4,748.00</b>	<b>\$20,520.54</b>
<b>V. INDIRECT COST</b>				
<b>Indirect cost x .045</b>	<b>\$658.46</b>			<b>\$658.46</b>
<b>TOTAL BUDGET</b>	<b>\$15,291.00</b>	<b>\$1,140.00</b>	<b>\$4,748.00</b>	<b>\$21,179.00</b>

**MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT  
APRENDIENDO CON MAMA y PAPA**

Term: July 1, 2016 to June 30, 2017

**PAYMENT METHOD**

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

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term July 1, 2016 through June 30, 2017 shall not exceed **\$15,291.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2015

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 Phone: (805) 681-0505 Fax: (805) 681-0054 <b>HOLMES &amp; HOLMES INSURANCE AGENCY, INC.</b> 299 N. FAIRVIEW AVE. 2ND FLOOR GOLETA CA 93117	CONTACT NAME: <b>John Holmes</b> PHONE (A/C No. Ext): (805) 681-0505 FAX (A/C No.): (805) 681-0054 E-MAIL ADDRESS: <b>jholmes@hhins.net</b>																					
Agency Lic#: OC17318	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td><b>Nonprofits' Insurance Alliance of California</b></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td><b>State Compensation Insurance Fund</b></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	<b>Nonprofits' Insurance Alliance of California</b>		INSURER B :	<b>State Compensation Insurance Fund</b>		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURED <b>MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT</b> <b>C/O DONNA FOSTER</b> <b>PO BOX 20543</b> <b>OXNARD CA 93034</b>																						

COVERAGES CERTIFICATE NUMBER: 22601 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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	X		2015-13469-NPO	06/16/15	06/16/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED. EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Improper Sexual Con \$ 1mil/2mil
A	<b>AUTOMOBILE LIABILITY</b> <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			2015-13469-NPO	06/16/15	06/16/16	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$			2015-13469-UMB	06/16/15	06/06/16	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9097749-15	04/29/15	04/29/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A	Directors & Officers			2015-13469-DO	06/16/15	06/16/16	Each Wrongful Act 1,000,000 Annual Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder's Additional Insured status respects General Liability for operations of the Named Insured subject to the terms and conditions of attached form CG 20 10 07 04

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A St. Oxnard, CA 93030  Attention:	<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  Kay A. Holmes
---	--

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

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming that person or organization as additional insured has been issued.

Oxnard Performing Arts and Convention Center, 800 Hobson Way, Oxnard, CA 93030

3. Additional Premium: INCLUDED

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	<b>All insured premises and operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Oxnard School District  
1051 South A St.  
Oxnard, CA 93030

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-34 – VCOE – Hearing Conservation & Audiology Services (Freeman/Ridge)**

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VCOE-Hearing Conservation & Audiology Services, through coordination with district nursing staff, will conduct hearing screenings for Oxnard School district students for the 2016-2017 school year. Hearing screenings are mandated in grades K, 2, 5 and 8. VCOE-Hearing Conservation & Audiology Services will follow-up and inform nurses, teachers, and other team members about hearing concerns and strategies to help link families to services.

**FISCAL IMPACT:**

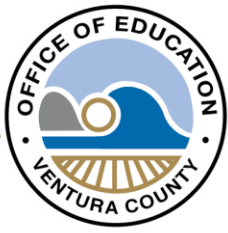
Not to exceed \$74,900.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-34 with VCOE – Hearing Conservation & Audiology Services.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-34, VCOE-Hearing Conservation & Audiology Services (11 Pages)



# VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

OSD AGREEMENT #16-34

## SERVICES AGREEMENT

Requisition Number

16-34

Contract Number

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 22 day of June, 2016 by and between OXNARD SCHOOL District (hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred to as "Provider.")

### DISTRICT.

Oxnard School District

District

1051 South A Street

Street Address

Oxnard, CA 93030

City, State, Zip code

95-6002318

Tax Identification or Social Security Number

805-385-1501

Telephone Number

805-487-9648

Fax Number

mridge@oxnardsd.org

E-mail Address

License Number (if applicable)

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

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

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

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

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

3. **NON-EXCLUSIVITY.**

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

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

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

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1 \_\_\_\_\_, 2016, and terminate on June 30 \_\_\_\_\_, 2017. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Oxnard School District  
District

Ventura County Office of Education  
Provider

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

\_\_\_\_\_  
Signature

Lisa A. Franz  
Name

Tom Etchart  
Name

Director, Purchasing  
Title

Director, Internal Business Services  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## STATEMENT OF WORK

### *Description of Work*

VCOE Hearing Conservation provides hearing screening, assessment, and educational audiology services for students in Ventura County. These collaborative services may be used for:

- Mandated and non-mandated student populations
- General education students
- Special education identified students with IEP eligibility *other* than “hard of hearing” or “deaf”
  - Services for “hard of hearing” and “deaf” special education students are provided through SELPA funding and are *not* included in this contract.
  - Educational Audiology and Hearing Assistive Technology (HAT) services for students with special education eligibility in other Low Incidence disability areas (visual impairment ‘VI’ and orthopedic impairment ‘OI’ are provided through SELPA funding. Hearing screening at the school site, and audiology evaluation at VCOE for students with VI and OI special education eligibility (in the absence of deaf or hard of hearing eligibility) are billed to the district under this contract.

Services and costs are itemized below. See subsequent pages for more detailed description of each service. ***Please check all the applicable boxes indicating your district’s desire to include or exclude each service type***, with the understanding the district will be billed only for rendered, pre-authorized services. *All services are first pre-authorized by designated district personnel.*

### *Schedule of Fees*

<b>Hearing Conservation Service*</b>	<b>Fees**</b>	<b>Check for All Services***</b>	
		<b>YES</b>	<b>NO</b>
<b>Hearing Screening</b> (by audiometrist for students in general education classrooms)	\$1000/day \$500/half day	<input type="checkbox"/>	<input type="checkbox"/>
<b>Functional Hearing Screening – Special Education</b> (by audiologist for students with moderate/severe disabilities in special day classes)	\$1200/day \$600/half day	<input type="checkbox"/>	<input type="checkbox"/>
<b>Educational Audiology Services</b> (services to students in public, private, and charter schools who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability, e.g. VI or OI, or otherwise are not eligible for SELPA funding)	\$130/hour	<input type="checkbox"/>	<input type="checkbox"/>
<b>Audiological/Hearing Evaluation at VCOE</b> (comprehensive hearing testing to determine the presence and characteristics of hearing loss)	\$130	<input type="checkbox"/>	<input type="checkbox"/>
<b>Hearing Aid/Cochlear Implant Evaluation at VCOE</b> (evaluation of a student’s hearing function while using their personal hearing device)	\$200	<input type="checkbox"/>	<input type="checkbox"/>
<b>(Central) Auditory Processing (CAPD) Assessment at VCOE</b> (covers CAPD services through the assessment and report dissemination)	\$750	<input type="checkbox"/>	<input type="checkbox"/>
<b>(Central) Auditory Processing (CAPD) Post-Assessment Services</b> (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour	<input type="checkbox"/>	<input type="checkbox"/>

\*All staff are credentialed/certified, licensed and qualified to provide these audiology or audiometry services.

\*\*Costs cover salary, benefits, mileage, and include pre-post clerical and administrative support, data management, student tracking, communications with school/district personnel and families, and records gathering and retention.

\*\*\*All services require pre-authorization from designated district personnel.

## Description of Hearing Services

### 1. Hearing Screening

Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrist at the school site to find students with a high probability of hearing loss and to monitor students with previous screening failure. Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- Students in grades TK and/or K, 2, 5, 8, 10<sup>th</sup>
  - (^10<sup>th</sup> grade students must be included only if district did not submit/receive approval from state for 10<sup>th</sup> grade screening waiver)
- Students in any grade for the purpose of monitoring previous hearing screening failure
- Students referred due to teacher or parent concern
- Students at first entry into the California public school system (which would include TK/JK students)
- Students in special education at the initial entry to special education and every third year thereafter (usually corresponding with the triennial IEP assessment)
  - Special education students within general education classrooms in the mandated grades will be screened along with their peers regardless of their IEP status.
  - Special education students in special day classes for students *with mild involvement* (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel.
  - Additional special education students *with mild involvement* that fall outside the mandate can be included at the discretion of school personnel.
- Second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

### 2. Functional Hearing Screening

- Special education students with *moderate/severe involvement* in special day classrooms require advanced expertise and equipment provided by an audiologist.
- Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of school personnel.
- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening is occurs outside of the general education mass screening and does not include a re-test session.

### 3. Educational Audiology Services

Educational audiology services for students who do *not* qualify for special education under “deaf” or “hard of hearing” eligibility (primary or secondary).

- This includes special education students with identified hearing loss but with other primary and/or secondary eligibility, as well as students with and without a 504 plan.
- Services are requested by school/district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student’s hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment.
- Hearing Assistive Technology for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.

#### **4. Audiological / Hearing Evaluation Services**

Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by school personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

#### **5. Hearing Aid/Cochlear Implant Evaluations**

Hearing aid evaluations are conducted at VCOE at the referral of school personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student's auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

#### **6. (Central) Auditory Processing (CAPD) Assessment**

CAPD assessments are conducted at VCOE at the referral of school teams, with prior district authorization, to determine the student's ability to process auditory information in relation to speech, language, learning and/or academic deficits. Most often, CAPD assessments are requested by special education school teams to further define a language deficit and/or learning disability, or to investigate a student's unexplained underachievement. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

#### **7. (Central Auditory Processing (CAPD) Post-Assessment Services**

Subsequent to CAPD assessment, the school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

### ***Work Schedule***

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

### ***Payment Schedule***

Districts will be billed quarterly.

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **AGREEMENT #16-37: AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL (Cline/Chessen)**

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for the County program at Dwire School. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT**

None. The revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Assistant Director of Child Nutrition Services that the Board approve Agreement #16-37 with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Dwire School for the 2016-17 fiscal year.

#### **ADDITIONAL MATERIAL**

Attached: Agreement #16-37 (2 pages)



**CHILD NUTRITION SERVICES AGREEMENT  
FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL  
AGREEMENT #16-37**

This agreement, executed in duplicate and entered into on June 22, 2016, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA, 93035.
- 2) Oxnard School District shall provide the necessary utensils, straws and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at Christa McAuliffe Cafeteria and delivered by McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire will notify McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) School meals applications will be issued to each child at the beginning of the school year. Breakfast is free for all students; however, the application still needs to be completed in order to qualify for lunch benefits. Reduced lunch price will be \$.40 cents. Lunch price for ineligible children will be \$2.35, including milk. Milk alone will be \$.25 cents.
- 6) Oxnard School District shall provide Dwire, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunches will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All applications and eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 8) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 9) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 10) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 11) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Deputy Superintendent of Business and Fiscal Services.
- 12) The term of this agreement shall be from July 1, 2016, until June 30, 2017, unless terminated by either party upon 30 days notice with cause.
- 13) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Deputy Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF  
EDUCATION

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Lisa Cline, Deputy Superintendent  
Business & Fiscal Services

---

Mr. Tom Etchart,  
Director, Internal Business Services

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **AGREEMENT #16-38: AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHESES TO JAMES FOSTER SCHOOL (Cline/Picola)**

---

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for the County program at Foster School, located on the Frank Intermediate School campus. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT**

None. The revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #16-38 with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Foster School for the 2016-17 fiscal year.

#### **ADDITIONAL MATERIAL**

Attached: Agreement #16-38 (2 pages)

**CHILD NUTRITION SERVICES AGREEMENT  
FOR SUPPLYING BREAKFAST AND LUNCHES TO FOSTER SCHOOL  
AGREEMENT #16-38**

This agreement, executed in duplicate and entered into on June 22, 2016, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils, straws and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) School meals applications will be issued to each child at the beginning of the school year. Breakfast is free for all students; however, the application still needs to be completed in order to qualify for lunch benefits. Reduced lunch price will be \$.40 cents. Lunch price for ineligible children will be \$2.35, including milk. Milk alone will be \$.25 cents.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunches will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All applications and eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 8) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 9) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 10) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 11) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Deputy Superintendent of Business and Fiscal Services.
- 12) The term of this agreement shall be from July 1, 2016, until June 30, 2017, unless terminated by either party upon 30 days notice with cause.
- 13) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Deputy Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF  
EDUCATION

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Lisa Cline, Deputy Superintendent  
Business & Fiscal Services

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Mr. Tom Etchart,  
Director, Internal Business Services

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **REQUEST FOR APPROVAL OF AGREEMENT #16-39 WITH VENTURA COUNTY OFFICE OF EDUCATION FOR USE OF FACILITIES AT RITCHEN SCHOOL (Cline)**

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Prior to the 2007-08 fiscal year, the Administration received a request from the Ventura County Superintendent of Schools Office for the use of one classroom and set of restrooms at Cesar Chavez School to be used for County Special Education Programs. VCOE paid OSD \$8,000.00 annually for the use of said facilities.

Effective the 2014-15 fiscal year, the program was relocated to Ritchen School. The facilities used by VCOE are one classroom and one co-ed ADA compliant restroom. There is no change to the annual cost to VCOE.

Renewal agreement #16-39 for the 2016-17 fiscal year is presented herewith for the Board's consideration.

#### **FISCAL IMPACT**

\$8,000.00 annually to be paid to OSD.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services that the Board of Trustees approve agreement #16-39 with VCOE as outlined above.

#### **ADDITIONAL MATERIAL**

Attached: Agreement #16-39 (1 page)

AGREEMENT FOR USE OF FACILITIES  
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
VENTURA COUNTY OFFICE OF EDUCATION

The **Ventura County Office of Education**, hereinafter referred to as **VCOE**, and the **Oxnard School District**, hereinafter referred to as **OSD**, mutually agree as follows:

1. The OSD shall provide the VCOE with the use of one (1) classroom and one (1) co-ed restroom at **Emilie Ritche School**, including furniture and storage in the areas designated by the OSD, to be used for County Special Education Programs. VCOE activities shall not interfere with the normal or extra curricular operations of the OSD. The VCOE program may, however, coordinate its activities with those of the Emilie Ritche School programs.
2. The VCOE will pay the OSD **Eight Thousand Dollars (\$8,000.00)** for the use of the facilities described above for the 2016-2017 fiscal year.
3. The OSD shall provide all janitorial services, supplies, and proper containers for collection of all trash and rubbish material.
4. The VCOE shall be responsible for damages to OSD property, wear and tear excepted, and shall maintain facilities in a neat and orderly manner. The VCOE will be responsible for the care and custody of its personal property.
5. The VCOE shall not erect or display or permit to be erected or displayed on the premises any sign or advertising matter without the prior written consent of the OSD, which consent shall not be unreasonably withheld.
6. To the extent allowed by law, the VCOE and the OSD shall each indemnify, save harmless, and defend the other from any claims, actions, or liability arising from errors, omissions, or negligence of their respective officers, agents, employees, and servants arising from the performance of this agreement.
7. The term of this agreement shall be for the 2016-2017 fiscal year, unless canceled earlier by mutual agreement of both parties.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

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

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

Title: \_\_\_\_\_

Title: Director, Internal Business Services

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

Date: June 1, 2016

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #16-40 – enVision Consulting Group (Freeman/Ridge)**

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

**Term of Agreement: July 1, 2016 through June 30, 2017**

**FISCAL IMPACT:**

Not to exceed \$5,000.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-40 with enVision Consulting Group.

**ADDITIONAL MATERIAL(S):**

**Attached:**     Agreement #16-40, enVision Consulting Group (6 Pages)





# enVision Consulting Group

## Consulting Services Agreement

This agreement is hereby entered into on June 22, 2016 (Effective Date) and between the **Oxnard School District**, hereinafter referred to as "District", and **enVision Consulting Group, Inc.**, (A California Corporation), hereinafter referred to as "Consultant."

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

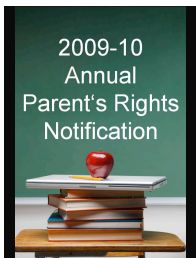


SARC

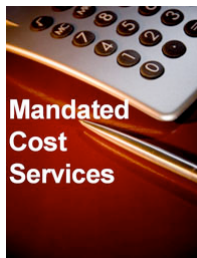


Translation Services

## Consulting Services



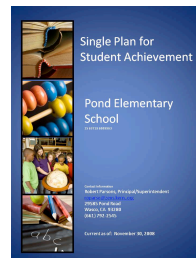
Annual Parent Notification



Mandated Costs



School Site Safety Plan



School Site Plan



Title I Notices



# enVision Consulting Group

## I. DISTRICT'S RESPONSIBILITIES

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

## II. CONSULTANT'S RESPONSIBILITIES

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

## III. TERM

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

## IV. EXPENSES

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

## V. INDEPENDENT CONTRACTOR

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

## VI. MATERIALS

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

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



# enVision Consulting Group

## VII. TERMINATION

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

## VIII. HOLD HARMLESS

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

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

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

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

## IX. WORKERS' COMPENSATION

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

## X. COMPLIANCE WITH APPLICABLE LAWS

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



# enVision Consulting Group

XI. ENTIRE AGREEMENT/AMENDMENT

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

XII. NOTICE

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

District:

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

Consultant:

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

XIII. SEVERABILITY

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

XIV. ATTORNEY FEES/COSTS

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

**THIS AGREEMENT IS ENTERED INTO THIS 22nd DAY OF June, 2016.**

**BOARD APPROVAL DATE: June, 22, 2016**

**Oxnard School District**

**enVision Consulting Group, Inc.**

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

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

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

Beth Hunter, President



# enVision Consulting Group

## Appendix A

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

#### **III. COMPENSATION**

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



# enVision Consulting Group

## Annual Parent’s Rights Notification

- \_\_\_\_\_ One Year Agreement – 2016-17 APN  
**\$1,500** for Annual Parent’s Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- \_\_\_\_\_ Two-Year Agreement - 2016-17 & 2017-18 APN  
**\$1,250** for Annual Parent’s Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- \_\_\_\_\_ Three-Year Agreement – 2016-17, 2017-18 & 2018-19  
**\$1,000** for Annual Parent’s Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.

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

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

## SPANISH TRANSLATION SERVICES

- \_\_\_\_\_ **District accepts Spanish Translation Services** and has selected the following term/compensation:
- \_\_\_\_\_ One Year Agreement – 2016-17 APN  
**\$500** Annual Parent’s Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- \_\_\_\_\_ Two-Year Agreement - 2016-17 & 2017-18 APN  
**\$450** Annual Parent’s Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- \_\_\_\_\_ Three-Year Agreement – 2016-17, 2017-18 & 2018-19 APN  
**\$400** Annual Parent’s Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.

Fee schedule for Spanish Translation services is as follows:

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

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Robin Freeman

**DATE OF MEETING:** 6/22/16

**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 #16-41 – Blackboard (Freeman/Mitchell)**

The Blackboard Connect System is used in the Oxnard School District for mass notifications to families via phone, text or e-mail. This suite of services assists Oxnard School District staff in engaging all stakeholders more efficiently through the mobile platforms, in addition to making the central office and school site webpages more accessible. Automatic notifications can be sent through mobile devices to inform families of school/district events or to solicit input through the use of electronic surveys.

**Term of Agreement: July 1, 2016 through June 30, 2017**

**FISCAL IMPACT:**

\$29,178.62 – Title I

**RECOMMENDATION:**

It is recommended by the Chief Information Officer, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-41 with Blackboard.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #16-41, Blackboard (2 Pages)

-- RENEWAL NOTICE --

Edline Services



8335 Keystone Crossing, Suite 200  
 Indianapolis, IN 46240 USA  
 T. +1.202.463.4860  
 F. +1.312.236.7251  
 Operations@blackboard.com  
 Federal ID # 52-2081178

**Order Form #:** 868816  
**Customer:** OXNARD ELEMENTARY  
**Customer #:** 316689  
**Notice Date:** 2/18/2016  
**Please respond by 6/30/2016.**

**Billing Address:**  
 OXNARD ELEMENTARY  
 ATTENTION ACCOUNTS PAYABLE  
 1051 SOUTH A ST.  
 OXNARD, CA 93030-7442  
 USA

**Primary Contact:**  
 OXNARD ELEMENTARY  
 VALERIE MITCHELL  
 1051 SOUTH A ST.  
 OXNARD, CA 93030-7442  
 USA

Thank you for using **Edline!** We look forward to continuing to serve your technology needs. Please respond to this renewal to avoid any service disruptions. Should you have any questions, please feel free to contact your Renewal Operations Specialist at +1.615.777.6628.

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and OXNARD ELEMENTARY ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboardmaster.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

**A. Product and Pricing Summary**

Quantity	Unit	Product/Service	Start Date	End Date
21	Site(s)	Edline Web Hosting	7/1/16	6/30/17
21	Site(s)	Forms & Surveys (Dist/School)*	7/1/16	6/30/17
15,971	Recipient(s)	K-12 Central per recipient	7/1/16	6/30/17
1	Standard	Sales Tax (Applicable States)		
<b>Renewal Amount:</b>				<b>\$29,178.62</b>

The cost of renewing is \$29,178.62. To renew, please respond by June 30, 2016.

**B. Term**

- Initial Term: Unless otherwise specified in the Product and Pricing Summary above, the Initial Term shall be twelve months following the Start Date.
- Effective Date: Upon execution of this Order Form.

**C. Payment Terms**

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- Sales Tax: If applicable, a copy of your **Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.**

**D. Special Provisions**

All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/edline-engage-order-form-services-schedule.aspx> shall be incorporated herein.

All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/connectschedule.aspx> shall be incorporated herein and shall be applicable to the purchase of all Blackboard Connect products and services. Recipients are defined as parents of enrolled students, administrators, faculty, staff, and board members."

The terms and conditions set forth at <http://agreements.blackboard.com/bbinc/licenseschedule.aspx> shall be incorporated herein.

\*This Limited Forms and Surveys license ("FAS") is limited solely to the creation of forms and surveys at the applicable district and school building websites only. This FAS license expressly excludes the ability to create forms and surveys in other areas of the hosted Edline site, including, without limitation, on class pages, club pages, and team pages. If customer uses this FAS license for any purpose beyond the rights granted herein, Blackboard shall have the right to charge customer for such use at Blackboard's otherwise applicable retail rate for such use.



**-- RENEWAL NOTICE --**  
**Blackboard Services**

# Blackboard®

8335 Keystone Crossing, Suite 200  
Indianapolis, IN 46240 USA  
T. +1.202.463.4860  
F. +1.312.236.7251  
Operations@blackboard.com  
Federal ID # 52-2081178

**Order Form #:** 868816  
**Customer:** OXNARD ELEMENTARY  
**Customer #:** 316689  
**Notice Date:** 2/18/2016  
**Please respond by 6/30/2016.**

**Customer: OXNARD ELEMENTARY**

Signature:
Name (printed): Lisa A. Franz
Title (printed): Director, Purchasing
Date:

**Blackboard Inc.**

Signature:
Name (printed):
Title (printed):
Date:

**For more information, please contact your Renewal Operations Specialist at +1.615.777.6628.**

# **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT   X   \_\_\_\_\_  
SECTION D: ACTION \_\_\_\_\_  
SECTION E: REPORTS/DISCUSSION \_\_\_\_\_  
SECTION F: BOARD POLICIES \_\_\_\_\_

## **REQUEST FOR APPROVAL OF RENEWAL AGREEMENT #16-27 WITH ZIXTA ENTERPRISES, INC., DBA VALLARTA SUPERMARKETS (Cline)**

---

Since December 2009, Oxnard School District has contracted with Zixta Enterprises, Inc. for Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot.

Renewal Agreement #16-27 for the 2016-17 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for thirty-one (31) regular and three (3) handicapped-accessible parking spaces designated for the District's exclusive use during its hours of operation (M-F 7:00 am-5:00 pm), and all day on dates the District holds Board meetings or other special events. There is no change from the current yearly fee of \$30,000.00.

### **FISCAL IMPACT**

Under the terms of Agreement #16-27, Vallarta agrees to pay the District a fixed yearly fee of \$30,000.00 in quarterly installments for their use of the ESC front parking lot for the period of July 1, 2016 through June 30, 2017.

### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #16-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, as outlined above.

### **ADDITIONAL MATERIAL**

Attached: Agreement #16-27 (6 pages)

**OSD # 16-27**  
**LICENSE AGREEMENT**

The Oxnard School District (“District”) and Zixta Enterprises, Inc., doing business as Vallarta Supermarkets (“Vallarta”), hereby enter into this license agreement under the following terms and conditions (the “Agreement”):

1. The District grants to Vallarta a license for the non-exclusive use by Vallarta’s customers, employees and any and all other persons conducting business with Vallarta for overflow parking purposes (the “Permitted Use”), of the District’s front parking lot at the District’s administrative offices on 1051 South A Street in Oxnard, California (located at the corner of South “A” Street and West Wooley Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, the “Lot”). This license, which confers no easement or other legal interest in the Lot or in any other District property upon Vallarta, is subject to the following conditions:

- a. The Permitted Use of the Lot is limited to the hours of operation of the Vallarta Supermarket at 1050 South A Street, Oxnard, California (“Vallarta #21”), being Monday through Sunday from 7am to 11pm (the “Operating Hours”), plus the 15 minutes preceding and following the Operating Hours.
- b. Vallarta shall remove any trash, shopping carts, other materials or debris resulting from the Permitted Use of the Lot at least once per hour during Operating Hours.
- c. The Permitted Use of the Lot is for overflow parking only and the parking lot located at Vallarta #21 must be used first when space is available in said parking lot.
- d. Vallarta shall advise its customers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate 31 regular parking spaces and 3 handicapped-accessible parking spaces. The District agrees to reasonably notify Vallarta of such designations or changes thereto. In May of 2011, the parties inspected the parking lot together and agree that the designated spaces are as shown on **Exhibit A** hereto and as follows:
  - i. All the parking spaces located between the two entrances to the parking lot from “A” street will be reserved for District use only during District hours of operation (M-F 7:00am-5:00pm) and all day on dates when the Board of Trustees holds meetings or other special events require it. A copy of the current schedule of the board meetings has been provided to Vallarta and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
  - ii. A swing arm gate was installed by the District during the Summer of 2011 to clearly separate the designated spaces, which are reserved for District use only during District hours of operation, from the rest of the parking lot. The location

of the swing arm gate will prevent traffic entering through the South ramp from turning into the area where the designated spaces are located, which area is highlighted on the attached Exhibit A. Since traffic entering on the North ramp will be directed South, the parties agree that no fence or gate will be installed, but signs will be posted. Vallarta's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with Vallarta.

2. The term of the Agreement shall be from July 1, 2016 to and including June 30, 2017 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

3. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$30,000.00 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$7,500 each, due on July 1, 2016, October 1, 2016, January 1, 2017, and April 1, 2017. Vallarta shall also do the following:

- a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$10 million per occurrence and \$10 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
- b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. Vallarta shall bear the expense of procuring the coverage and endorsement.
- c. Upon commencement of the Term hereof, Vallarta shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
- d. At any time during the Term the District may notify Vallarta that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. Vallarta shall provide a certificate within five (5) working days of receiving such notice.

4. Vallarta shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages, or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or intentional misconduct in and on the Lot by Vallarta's officers, employees, customers or any and all persons conducting business with Vallarta. The District shall notify Vallarta

of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify Vallarta shall not relieve Vallarta of its obligations under this Paragraph unless the District's delay actually makes it impossible for Vallarta to meet such obligations.

5. If the District believes that Vallarta is failing to meet its obligations under this Agreement, the District shall notify Vallarta in writing of the events and/or conditions that it believes constitutes such failure. Vallarta shall immediately correct the deficiencies identified by the District. If Vallarta fails to immediately correct these deficiencies, the District may declare Vallarta in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve Vallarta from completing its obligations under Paragraph 4 of this Agreement.

6. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon forty-five (45) days notice to the other party; provided, however, that Vallarta's obligations under Paragraph 4, above, shall survive the termination of this Agreement.

7. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and Vallarta that has been approved by the District's Governing Board.

8. Vallarta may not assign its rights or obligations under this Agreement without the prior written approval of the District.

9. Vallarta, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Vallarta further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state and local rules.

10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood and may actually benefit the neighborhood by lessening the use of sidewalks or other areas by Vallarta customers.

11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

12. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

13. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of

any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

14. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Superintendent  
1051 South A Street  
Oxnard, California 93030

To Vallarta:

Mr. Adolfo Molina  
Vice President of Finance  
10147 No. San Fernando Road  
Pacoima, California 91331

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS]**

15. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

**Oxnard School District**

**Zixta Enterprises, Inc., dba Vallarta  
Supermarkets**

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

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

Name: Lisa Cline

Name:

Title: Deputy Superintendent

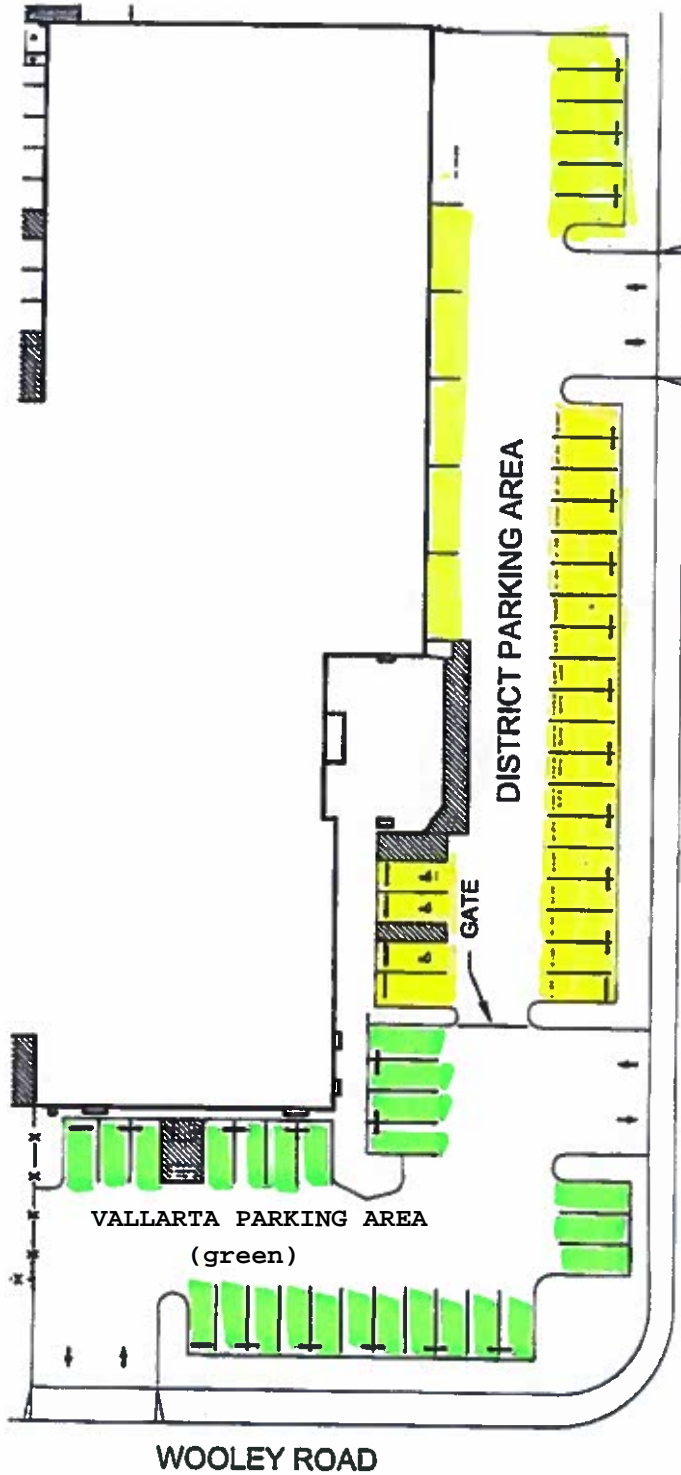
Title:

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

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

Exhibit A

EDUCATIONAL SERVICE CENTER  
FRONT PARKING AREA



'A' STREET

WOOLEY ROAD



**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

**Approval of contract renewal for Agreement #98-82 Pupil Transportation Services and Agreement #98-83 Lease of Transportation Facilities for the 2016/2017 School Year with Durham School Services (Cline/Briscoe)**

The Administration recognizes Transportation as a vital service to accomplish Oxnard School Districts’ mission statement.

Currently Oxnard School District contracts with Durham School Services for Transportation Services. Their proposal reflects a 10.1% increase in the District’s rates for the 2016/2017 fiscal year and will provide consistent, efficient and cost effective transportation for the Oxnard School District while maintaining the highest level of safety consistent with industry standards. In addition Durham School Services will take on the responsibility to ensure that the District drivers are current and in compliance with all school bus training hours, certificates, and first aid. The Contractor’s State instructor will respond to all school bus accidents.

**FISCAL IMPACT:**

2016/2017 – \$2,100,000.00 - Paid for by General Fund

**RECOMMENDATION:**

It is the recommendation of the Transportation Manager, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the renewal of Agreement #98-82 for Pupil Transportation Services and Agreement #98-83 for the Lease of Transportation Facilities with Durham School Services for the fiscal year 2016/2017.

**ADDITIONAL MATERIAL:**

Attached: Attachment B (1 Page)

**OXNARD SCHOOL DISTRICT**

**ATTACHMENT B**

**ANNUAL CONTRACT PRICE ADJUSTMENT  
JULY 1, 2016 THROUGH JUNE 30, 2017**

**Renewal Agreement #98-82, Contract for Pupil Transportation Services**

Both parties agree to adjust the Transportation rates as follows:

It is agreed that effective July 1, 2016 through June 30, 2017 the rates shall be increased by 10.1% as stated below:

<b><u>BUS CAPACITY</u></b>	<b><u>MINIMUM 4 HR/50 MILE</u></b>	<b><u>RATE PER OVER HOUR</u></b>	<b><u>RATE PER OVER MILE</u></b>
18	\$257.45	\$20.83	\$0.73
16 W/C	\$271.95	\$23.29	\$0.91
42 W/C	\$315.91	\$24.52	\$1.23
30	\$281.39	\$24.52	\$1.05
35	\$299.06	\$24.52	\$1.05
42	\$299.06	\$24.52	\$1.05
71	\$367.75	\$24.52	\$1.23
79	\$367.75	\$24.52	\$1.23
84	\$367.75	\$24.52	\$1.35
89	\$389.57	\$24.52	\$1.35
91	\$389.57	\$24.52	\$1.35
<b><u>FIELD TRIPS</u></b>			
PER HOUR	\$39.00	\$1.35 per mile after 50 miles	

**Renewal Agreement #98-83, Lease of Transportation Facilities**

Both parties agree that effective July 1, 2016 thru June 30, 2017 the monthly rent shall be increased by 2% to \$4,396.78 per month payable on the first day of each month.

**DURHAM SCHOOL SERVICES, L.P.**  
**By: Durham Holding II, L.L.C.**  
**its general partner**

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lisa A. Franz  
Title: Director, Purchasing  
Date: \_\_\_\_\_

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 6/22/16

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 #15-247 – Teaching Learning Creating, Plus (TLC+), Non-Public School (Freeman/Gern)**

Requesting ratification of Non Public School (NPS) services for student JG052605 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 pupil's individual educational plan as specified in the individual service agreement.

Student: JG052605

**FISCAL IMPACT:**

Tuition: \$147.72 per diem x 51 days = \$7,533.72  
(Including 21 days of Extended School Year)

One to One Support: \$68.00 per diem x 51 days = \$3,468.00

Snack and Lunch: \$3 daily rate x 51 days = \$153.00

Transportation: \$30.00 daily rate for 51 days = \$1,530.00

**Grand Total: \$12,684.72 - Services to be paid with Special Education Funds**

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-247 with Teaching Learning Creating, Plus, Non-Public School, in the amount not to exceed \$12,684.72.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-247, Teaching Learning Creating, Plus (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #15-247

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of June 2016, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and Teaching Learning Creating, Plus (TLC+), 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;

**Student: JG052605**

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 \$147.72 for 51 days; this includes extended school year through July 12, 2016; one to one support at a daily rate of \$68.00 for 51 days; snack/lunch at a daily rate of \$3 for 51 days; and a \$30 daily rate for round trip transportation; services not to exceed **\$12,684.72.**
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) 385-1501

AGREEMENT #15-247

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 **\$12,684.72** for student **JG052605**.

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) 385-1501

AGREEMENT #15-247

Page 3

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) 385-1501

AGREEMENT #15-247  
Page 4

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

\_\_\_\_\_  
Hilda Salas, Director  
Teaching Learning Creating, Plus,  
Nonpublic, Nonsectarian School

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 6/22/16

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 #15-248 - Assistance League, Non-Public School, NPS  
(Freeman/Gern)**

---

Requesting ratification of Non Public School (NPS) services for the Pre-K students listed below 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.

**Grade: Pre-K (2)**

CR080611    JT030212

**FISCAL IMPACT:**

Tuition:            \$785 monthly rate x 3 months x 2 = \$4,710.00  
                          (including Extended School Year; ESY)

**Grand Total: \$4,710.00** - Services to be paid with Special Education Funds.

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-248 with Assistance League School, NPS.

**ADDITIONAL MATERIAL(S):**

**Attached:**        Agreement #15-248, Assistance League (3 Pages)





# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #15-248

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of June 2016 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 (2)

**CR080611      JT030212**

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.

22. The services shall be provided for the **2015-2016** school year at a cost of \$785 per month, per student, for 3 months each, beginning April 2016, including Extended School Year (ESY) through June 2016; amount not to exceed **\$4,710.00.**

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 **\$4,710.00** for student(s) **CR080611**, and **JT030212**.

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 Workers' 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, Purchasing Director  
Oxnard School District

\_\_\_\_\_  
Date

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

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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 #15-249 – Casa Pacifica School (Freeman/Gern)**

Requesting ratification of Non-Public School (NPS) services for Student AS051306 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 pupil's individual educational plan as specified in the individual service agreement.

Student: AS051306

**FISCAL IMPACT:**

Tuition:                   \$152 per diem x 59 days = \$8,968.00  
(Including 20 days of Extended School Year)

Transportation:       \$35 round trip daily rate, for 59 days = \$2,065.00

**GRAND TOTAL:       \$11,033.00 – Services to be paid with Special Education Funds**

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-249 with Casa Pacifica School, NPS, in the amount not to exceed \$11,033.00.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #15-249, Casa Pacifica School (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #15-249

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of June 2016, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and 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;

**Student: AS051306**

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 59 days; this includes 20 days of extended school year through July 8, 2016; and a \$35 daily rate for round trip transportation; services not to exceed **\$11,033.00.**
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) 385-1501

AGREEMENT #15-249

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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 **\$11,033.00** for **Student: AS051306**.

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) 385-1501

AGREEMENT #15-249

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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) 385-1501

AGREEMENT #15-249  
Page 4

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

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



**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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/MOU #15-250 – Ventura County Office of Education (Freeman/Ridge)**

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The Ventura County Office of Education (VCOE) and Oxnard School District will work together to implement an enhanced and expanded Tobacco Use Prevention Education (TUPE) program for a three (3) year term beginning July 1, 2015 through June 30, 2018. This program is funded by the California Department of Education’s Safe and Healthy Kids Program Office and will further goals of not only enabling more students to avoid the dangers of tobacco use, but also help instill in them a profound appreciation of healthy lifestyles.

VCOE will provide the TUPE Consortium Project Coordinator, a TUPE Clerical position, and a Project Specialist to aide in recruitment, implementation, and training.

The budget for this three (3) year program was recently confirmed by the State in the amount of \$142,799.00.

**FISCAL IMPACT:**

None – All costs for this program will be reimbursed by the State.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #15-250 with the Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-250, Ventura County Office of Education (10 Pages)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
VENTURA COUNTY OFFICE OF EDUCATION AND  
OXNARD ELEMENTARY SCHOOL DISTRICT**

This Memorandum of Understanding stands as evidence that the **Ventura County Office of Education (here after referred to as VCOE) and Oxnard Elementary School District (here after referred to as District)** intend to work together to implement an enhanced and expanded Tobacco Use Prevention Education (TUPE) program for a three-year period beginning July 1, 2015. All agencies agree that such a plan funded by the California Department of Education's Safe and Healthy Kids Program Office will further the goals of not only enabling more students to avoid the dangers of tobacco use, but also help instill in them a profound appreciation of healthy lifestyles. Each agency agrees to participate in the program by coordinating/providing the following services through June 30, 2018:

**VCOE will:**

- Provide a 0.4 FTE TUPE Consortium Project Coordinator to develop, oversee and implement an extensive tobacco-use prevention education program.
- Provide a 0.7 FTE TUPE Clerical position to assist the TUPE Consortium Project Coordinator with implementation of the tobacco-use prevention education program.
- Provide Project Specialists to aid in the recruitment, implementation, training and maintenance of the youth development component through Friday Night Live and Friday Night Live Mentoring chapters.
- Collect and report to CDE all required deliverables.
- Facilitate monthly TUPE Consortium Project Coordinator meetings.
- Provide teacher curriculum training opportunities, as applicable for the district, for the Minnesota Smoking Prevention Program (MSPP) for grade 6, Project ALERT for grades 7 and 8, and Project Towards No Drug Abuse (TND) for grades 9-12, including the purchase of required teacher/student materials annually.
- Provide Brief Intervention one-day training opportunity for administrators, counselors, and designated staff, annually.
- Provide Friday Night Live Advisor Training for school sites with active chapters.
- Provide and deliver through Cal-SAFE the Tobacco Free Generations curriculum to all identified pregnant and parenting minors.
- Provide information on cessation, including the California Smokers' Helpline, through the publication of cessation brochures.

TUPE COHORT K, TIER 2

- Coordinate Annual Teens Kick Ash Youth Tobacco-Free Advocacy Conference.
- Monitor school district TUPE program activities to ensure up-to-date school site and district level compliance of tobacco-free school policies and signage. Assist with Tobacco-Free Certification renewal process.
- Coordinate the administration of the California Healthy Kids Survey (CHKS) and California School Climate Survey (CSCS) in the 2015-2016 and 2017-2018 school years, including the purchase of required materials and supplies. Collaborate with and provide technical assistance to districts.
- Provide fiscal technical assistance with site program budget development, implementation, invoicing, and fiscal reporting.

**District will:**

- Recruit Teacher or other Staff to serve as the District TUPE Coordinator.
- Recruit Teacher or other Staff to serve as TUPE Site Coordinators at each school as needed.
- Designate administrator, counselor or other appropriate staff to receive training as a Brief Intervention specialist.
- Work closely with site administrators (Principals, Assistant Principals) to generate and sustain support for the TUPE program and inform staff of tobacco use policies and Brief Intervention counseling sessions, as well as the Cessation referral process.
- Attend monthly TUPE Consortium Project Coordinator meetings each school year and TUPE Annual Orientation Meeting at VCOE.
- Provide Brief Intervention counseling sessions conducted by trained staff for students in violation of tobacco policies, as well as identified tobacco users. Additionally, provide personnel and referrals to the California smoker's helpline and other cessation resources as a way to boost quit attempts.
- Ensure that all students identified as pregnant minors and/or minor parents are referred to Cal-SAFE and/or Ventura County Public Health Adolescent Family Life Program (AFLP) and Cal-Learn Program for tobacco education and cessation support and other prevention and support services.
- Designate teachers or other appropriate staff to receive training and deliver curriculum for the Minnesota Smoking Prevention Program (MSPP) grade 6, Project ALERT grades 7 and 8, and Project Towards No Drug Abuse (TND) grade 9-12, annually with fidelity at participating campuses.
- Facilitate participation and campus clearance for students participating in the Teens Kick Ash Youth Tobacco-Free Advocacy Conference.

- Collaborate with VCOE staff to organize TUPE specific outreach and youth advocacy activities.
- Advise students in the coordination and purchase incentive materials for Red Ribbon Week, Great American Smoke Out, Lose the Chew, Kick Butts Day, and World No Tobacco Day campus activities at all participating campuses.
- Student incentives and recognition must be directly related to tobacco-use prevention and have tobacco-free messages on the item.
- Coordinate TUPE school activities that may include outside speakers, skits, rallies, poster contests, and other activities.
- Collaborate in facilitating on-going project evaluation, including required Monthly Activity Reports for all TUPE activities.
- Ensure District Board Policies and Administrative Regulations are reviewed annually and updated to reflect required tobacco specific language, procedures and practices.
- Maintain “Tobacco Use is Prohibited” signs at all school entrances and key areas.
- Conduct the California Healthy Kids Survey (CHKS) and California School Climate Survey (CSCS) in the 2015-2016 and 2017-2018 school years.

**Fiscal/Budget Report Requirements:**

- Provide a 2015 - 2018 TUPE Grant Project Budget and Budget Justification which includes annual expenditures. The budget shall be divided across the grant term. Upon verification that TUPE grant deliverables can be met, budget categories that can be considered for reimbursement from VCOE Consortium include:
  - **Certificated and Classified Salaries** (District Coordinator, Site Coordinators, Youth Development Coordinators, and sub-costs) A District Coordinator is required. Administrative staff may not be paid with TUPE funding, but can provide in-kind service.
  - **Employee Benefits** (Certificated/Classified)
  - **Materials & Supplies** (Office supplies, youth development activities)
  - **Travel and Conference** (In-county mileage and out-of-county travel expenses associated with Youth Development trainings for Friday Night Live)
  - **Youth Development Transportation**
- Obtain approval from VCOE in writing (email accepted) for purchase of equipment over \$500.
- Submit quarterly fiscal reports to include the Quarterly Expenditure Report and Invoice, as well as supporting documentation on the following due dates; **January 10<sup>th</sup>, April 10<sup>th</sup>, and July 10<sup>th</sup>.**

- **Budget Revisions:** When circumstances necessitate a modification of your approved budget, please modify the existing approved VCOE "District Project Budget" form along with justification to the Ventura County Office of Education, Comprehensive Health and Prevention Program Department, Attention: Dawn Anderson for approval.

**TUPE Report Requirements:**

All reports are due by the dates indicated below. Failure to submit all required reports by the appropriate due dates will result in future payments being delayed.

Accountability Logs:

- Due annually by January 15<sup>th</sup> for the period of July 1<sup>st</sup> through January 1<sup>st</sup>.
- Due annually by June 30<sup>th</sup> for the period of January 1<sup>st</sup> through June 30<sup>th</sup>.

Key Activities & Timeline:

- Due annually by June 1<sup>st</sup>

TUPE Online Report

- Due annually by June 1<sup>st</sup>

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

Lisa A. Franz  
Authorized District Representative  
Director, Purchasing

\_\_\_\_\_  
Signature Date

Lisa Cline  
Authorized District Fiscal Representative  
Deputy Supt., Business & Fiscal Services

\_\_\_\_\_  
Signature Date

Robin Freeman  
Authorized District Program Representative  
Asst. Supt., Educational Services

\_\_\_\_\_  
Signature Date

Dawn Anderson, Director  
VCOE Comprehensive Health & Prevention  
Programs

Dawn Anderson 12/15/2015  
Signature Date

Tom Etchart, Director  
VCOE Internal Business Services

Tom Etchart 12/9/15  
Signature Date

Dr. Valerie Chrisman, Associate Superintendent  
VCOE Educational Services

Valerie Chrisman 12/10/15  
Signature Date

ENCUMBERED

\$142,799

pw  
12/10/15

Ventura County Office of Education  
Tobacco-Use Prevention Education Program  
2015-18 Cohort K Tier 2

District: Oxnard Elementary School District

**TUPE 3 YEAR BUDGET**

BUDGET SUMMARY		
Object Code	Line Item	Proposed 3 Year Total Budget
1000	<b>Certificated Salaries</b>	
2000	<b>Classified Salaries</b>	
3000	<b>Benefits</b> (Certificated and Classified)	
4300	<b>Materials and Supplies</b> (general office supplies/youth development supplies)	
5200	<b>Travel and Conferences</b> (in-county mileage for District Coordinators only, youth development leadership trainings/conferences, youth development bus/van transportation)	
<b>TOTAL BUDGET</b>		<b>\$142,799</b>

**District: Oxnard Elementary School District**

**BUDGET JUSTIFICATION**

Object Code	Line Item	Proposed Total Budget
<p>1000 Certificated Salaries</p>	<p>In this section, breakdown each position paid as certificated staff. (i.e, District Coordinator, Site Coordinator, Youth Development Advisor, Substitute Teachers) Include whether the position is paid as a portion of FTE salary, by stipend or as an extra pay assignment (amount and time periods for stipends and extra pay).</p>	
	<p><b>TUPE District Coordinator:</b> (&lt;name&gt;)  <b>Duties:</b> &lt;list brief description of duties&gt;</p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul>	<p>\$ _____</p>
	<p><b>Site Coordinators:</b> (&lt;name, school&gt;)  <b>Duties:</b> &lt;list brief description of duties&gt;</p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul>	<p>\$ _____</p>
	<p><b>Youth Development Advisors:</b> (&lt;name, school&gt;)  <b>Duties:</b> &lt;list brief description of duties&gt;</p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul>	<p>\$ _____</p>
	<p><b>Substitute Teachers:</b> Include purpose of subs (i.e., MSPP training for number of teachers, etc.)</p> <p style="text-align: center;"><b>TOTAL CERTIFICATED SALARY</b></p>	<p>\$ _____</p>
<p>2000 Classified Salaries</p>	<p>In this section, breakdown each position paid as classified staff. (i.e, District Coordinator, Site Coordinator, Youth Development Advisor) Include whether the position is paid as a portion of FTE salary, by stipend or as an extra pay assignment (amount and time periods for stipends and extra pay).</p>	

**District: Oxnard Elementary School District**

**BUDGET JUSTIFICATION**

Object Code	Line Item	Proposed Total Budget
	<p><b>TUPE District Coordinator:</b> (&lt;name&gt;)  <b>Duties:</b> &lt;list brief description of duties&gt;</p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul> <p><b>Site Coordinators:</b> (&lt;name, school&gt;)  <b>Duties:</b> &lt;list brief description of duties&gt;</p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul> <p><b>Youth Development Advisors:</b> (&lt;name, school&gt;)  <b>Duties:</b> &lt;list brief description of duties&gt;</p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul> <p style="text-align: right;"><b>TOTAL CLASSIFIED SALARY</b></p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>3000 Benefits</p>	<p>In this section, breakdown the benefits for each position paid as certificated and classified staff. (i.e, District Coordinator, Site Coordinator, Youth Development Advisor, substitute teachers)</p> <p><b>Certificated Benefits:</b></p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul> <p><b>Classified Benefits:</b></p> <ul style="list-style-type: none"> <li>• Year 1 - \$ _____</li> <li>• Year 2 - \$ _____</li> <li>• Year 3 - \$ _____</li> </ul> <p style="text-align: right;"><b>TOTAL BENEFITS</b></p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>



**District: Oxnard Elementary School District**

**BUDGET JUSTIFICATION**

Object Code	Line Item	Proposed Total Budget
<p>4300 Materials and Supplies</p>	<p><b>General Office Supplies:</b> Supplies such as paper, ink cartridges, folders, pens, binders, chart paper, etc., needed to effectively deliver the daily responsibilities of the project.</p>	<p>\$ _____</p>
	<p><b>Youth Development Materials/Supplies:</b> Anti-tobacco promotional outreach materials and supplies such as pens, pencils, bracelets, bookmarks, t-shirts and resource brochures with <b>anti-tobacco messaging</b> to distribute at health fairs, rallies, peer-education presentations. Materials and supplies to support FNL chapters in their anti-tobacco presentations.</p>	<p>\$ _____</p>
	<p><b>NOTE: The TUPE Grant does not allow for the purchase of non-capitalized equipment.</b></p>	
	<p><b>TOTAL MATERIALS AND SUPPLIES</b></p>	<p>\$ _____</p>
<p>5200 Travel and Conferences</p>	<p><b>Mileage for TUPE District Coordinator (in-county)</b> Travel to assist with curriculum implementation and training and to attend the monthly TUPE Project Coordinator meetings at VCOE. Miles per month calculated at District IRS rate.</p>	<p>\$ _____</p>
	<p><b>Youth Development Trainings/Conferences:</b> Costs associated with youth development trainings and conferences that include an anti-tobacco component, including bus/van transportation costs. (i.e., Teens Kick Ash, FNL Youth Conference, FNL Mentor/Advisor Trainings, or other anti-tobacco related field trips)</p>	<p>\$ _____</p>
	<p><b>TOTAL TRAVEL AND CONFERENCES</b></p>	<p>\$ _____</p>
	<p><b>Total Budget</b></p>	<p><b>\$142,799</b></p>

Initial Budgets due by January 10th  
 Revisions (if necessary) due with Fiscal Report

OXNARD ELEMENTARY SCHOOL DISTRICT

2015-2018 TOBACCO USE PREVENTION EDUCATION BUDGET  
 TUPE Cohort K, Tier 2

Budget Type:  Initial  Revision Dated \_\_\_\_\_

Email/Mail signed original to: Deanna Escobar, Comprehensive Health & Prevention Programs  
 Ventura County Office of Education, 5100 Adolfo Road, Camarillo CA 93012  
 descobar@vcoe.org (805) 437-1365

OBJECT/SERIES	Category	Budget	Program Description
80xx	Revenue (Program Funding Only)	142,799.00	
1000	Certificated Salaries		
2000	Classified Salaries		
3000	Benefits		
4300	Materials & Supplies		
5200	Travel/Conference		
<b>Total Budget:</b>		<b>0.00</b>	
Revenue Remaining		142,799.00	

Comments:

Prepared By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name of District TUPE Coordinator \_\_\_\_\_ Telephone \_\_\_\_\_

Name and Title of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

**FOR COMPREHENSIVE HEALTH & PREVENTION PROGRAMS USE ONLY**

RECEIVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Oxnard Elementary School District**

Due to VCOE no later than January 10th

Object Code	Line Item	Year 1 of Grant Term 2015-2016	Year 2 of Grant Term 2016-2017	Year 3 of Grant Term 2017-2018	Total 3 year Budget 2015-2018	Expenditure Justification (be as specific and detailed as possible; list individual names, names of events, and types of supplies)
1000	<b>Certificated Salaries</b>				\$ -	
	• District Coordinator (required position)*				\$ -	
	• Site Coordinator (if any)				\$ -	
	• Youth Development Advisor (if any)				\$ -	
	• Substitute Teachers				\$ -	
2000	<b>Classified Salaries</b>				\$ -	
	• District Coordinator (if not certificated)*				\$ -	
	• Site Coordinator (if any)				\$ -	
	• Youth Development Advisor (if any)				\$ -	
3000	<b>Employee Benefits</b>				\$ -	
	• Certificated & Classified				\$ -	
4300	<b>Materials &amp; Supplies</b>				\$ -	
	• General Office Supplies				\$ -	
	• Youth Development Supplies**				\$ -	
5200	<b>Travel</b>				\$ -	
	• In-County Mileage				\$ -	
	• Youth Development Trainings				\$ -	
	• Youth Development Transportation/Buses				\$ -	
	<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	

\* District Coordinator position is required and may be either a certificated and/or a classified position

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/22/16

**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/MOU #15-251 – Arts and Healing Initiative (Freeman/Ridge)**

Arts and Healing Initiative transforms lives through creative expression by integrating the innate social-emotional benefits of the arts with mental health practices. Arts and Healing Initiative will offer professional development training to Oxnard School district’s Outreach Specialists and School Counselors on June 8 & 9, 2016.

**FISCAL IMPACT:**

\$2,500.00 – Title 1 Funds  
*(\$1,000.00 per day plus a \$500.00 licensing fee to copy “Beat the Odds” materials in perpetuity.)*

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #15-251 with the Arts and Healing Initiative.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-251, Arts and Healing Initiative (1 Page)

**AGREEMENT #15-251 BETWEEN  
ARTS AND HEALING INITIATIVE AND OXNARD SCHOOL DISTRICT**

The scope of this document is to define the roles and responsibilities of the Arts and Healing Initiative and the Oxnard School District (OSD). The purpose of this agreement is to provide professional development training to Outreach Specialists and School Counselors.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the Arts and Healing Initiative will work together toward training OSD Outreach Specialists and School Counselors. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Arts and Healing Initiative agrees to:**

- a. Provide two (2) four hour workshops on June 8 & 9, 2016: “Beat the Odds: Social and Emotional Skill Building Delivered in a Framework of Drumming”. In this professional development workshop, staff will learn how to deliver an evidence-based drumming curriculum that builds social and emotional skills in an engaging and embodied way. “Beat the Odds”, a trauma-informed UCLA research-based program, integrates activities from group drumming and group counseling to build social and emotional skills such as focusing, listening, team building, positive risk taking, increased self-esteem, awareness of others, leadership, managing anger/stress, empathy, and gratitude. UCLA researchers have shown that “Beat the Odds” can significantly reduce behavioral issues that are often observed in underserved schools such as stress, anxiety, inattention, and withdrawn/depression.
- b. Total program costs not to exceed \$2,500.00 for professional development - \$1,000.00 per workshop and an additional \$500.00 for licensing fee to copy “Beat the Odds” materials in perpetuity.
- c. Provide Oxnard School District with a Certificate of Insurance naming the Oxnard School District as “additional insured”.

2. **Oxnard School District agrees to:**

- a. Pay \$2,500.00 for the two workshops and licensing fee.
- b. Provide the site for training.

Oxnard School District will monitor this agreement to oversee the workshop training. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented June 8-9, 2016.

**OXNARD SCHOOL DISTRICT:**

**ARTS AND HEALING INITIATIVE:**

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

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

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

Ping Ho, Director, Arts and Healing Initiative  
*Typed Name/Title*

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

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

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin I. Freeman

**Date of Meeting:** 6/22/16

- 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:** Out of State Conference, 20<sup>th</sup> Annual Safe and Civil Schools National Conference (Freeman/Ridge)

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The Board’s approval is requested for Mr. Michael Chris Ridge, Director of Pupil Services and eleven (11) other Oxnard School District staff members from the CHAMPS targeted schools, to attend the 20<sup>th</sup> Annual Safe and Civil Schools National Conference in Portland, Oregon, from July 17- 21, 2016.

Safe and Civil Schools has partnered with schools to improve school climates, address the social-emotional learning needs of students, and assist with effective customize professional development plans, as well as empowering staff to establish positive conditions for learning.

This conference gives the opportunity to increase the fidelity of implementation of foundations, CHAMPS, and interventions. The conference also allows for a deeper look into the ins and outs of positive behavioral interventions and supports (PBIS) and multi-tiered systems of support (MTSS) to assist in improving student engagement, managing classroom behavior effectively, and motivating even the most challenging students.

**Attendees:**

- |                                 |                           |
|---------------------------------|---------------------------|
| 1. Michael Christopher Ridge    | Director, Pupil Services  |
| 2. Kimberly Renee Dufau         | Teacher/Driffill          |
| 3. Catherine Marie Richardson   | Teacher/Brekke            |
| 4. Elena Micaela Garcia         | Asst. Principal/Curren    |
| 5. Edd Clayton Bond             | Principal/Haydock Academy |
| 6. Sally Wennes                 | Principal/Lemonwood       |
| 7. Mayra Alejandra Perez        | Counselor/Rose Avenue     |
| 8. Maritza Castro Loya          | Counselor/Soria           |
| 9. Maria Elena Caballero Magana | Outreach Specialist/Soria |
| 10. Charlene Corella Bouvet     | Teacher/Sierra Linda      |
| 11. Allison Jennifer Cordes     | Teacher/Sierra Linda      |

**FISCAL IMPACT:**

Conference registrations: \$11,700

Airfare: \$3,500

Lodging and shuttle: \$9,000

Mileage/parking: \$1,300

Meals: \$3,900

Materials: \$600

Salaries: \$6,500

Total cost not to exceed \$36,500, to be paid with Allocated General Funds - LCFF.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services, that the Board of Trustees approve the out of state conference attendance as outlined above.

**ADDITIONAL MATERIAL(S):**

Attached: Workshop information





# *20th Annual*

## Safe & Civil Schools National Conference

Sunday–Thursday | July 17–21, 2016 | Portland Marriott Downtown Waterfront



For the best choice of sessions,  
**REGISTER NOW**

Sessions **Fill** Quickly



## DR. RANDY SPRICK

Dr. Randy Sprick has dedicated more than 35 years to developing, advocating, and propagating proactive, positive, and instructional strategies across the nation. With his associates, he has refined decades of research-based best practice into practical, easy-to-use principles and procedures that encourage student responsibility and motivation while humanely and effectively helping misbehaving students learn to behave more responsibly.

Each year, Dr. Sprick presents to over 25,000 educators throughout the United States and Canada. He is a much-sought-after expert whose books and in-service training help teachers, administrators, school psychologists, and other educators understand and effectively implement positive behavioral interventions and supports.

As the primary author and lead consultant for *Safe & Civil Schools*, Dr. Sprick continues work to accomplish his goal of improving school cultures and climates and enabling teachers and students to thrive.



## IN PROFESSIONAL DEVELOPMENT, EXPERIENCE COUNTS

For more than 30 years, *Safe & Civil Schools* consultants have partnered with schools around the country to improve school climates, address the social-emotional learning needs of students, and design effective, customized professional development plans. Our training empowers staff to establish positive conditions for learning.

### We can help you and your staff:

- Experience dramatic decreases in suspensions, expulsions, referrals, and dangerous incidents across all levels—schoolwide, in the classroom, and with individual students.
- Establish safer, calmer discipline policies for your common areas and in your classrooms.
- Implement an RTI approach to problem solving and designing behavior improvement plans.

Our interactive workshops are conducted by dynamic educators with direct experience in implementing the *Safe & Civil Schools* Positive Behavioral Interventions and Supports (PBIS) model.

“Randy has had extensive experience as a teacher, program developer, researcher, writer, and staff developer. One of the most sought-after teachers in the country, he has a deep understanding of the complexities of schools, the needs of adolescents and teachers, and the dynamic that exists among them. I consider Randy Sprick to be one of the brightest and most insightful educators of our time. His mission has been to improve the quality of environments in schools and enable teachers and students alike to thrive. I believe that he has been extraordinarily successful in that quest.”

—Donald D. Deshler, Director, University of Kansas Center for Research on Learning

Dear Colleagues,

In 1996, *Safe & Civil Schools* launched our Train the Trainer conference (now the Safe & Civil Schools National Conference) in the small coastal town of Newport, Oregon. That first event had only two sessions and 100 participants, who came from what we considered at the time “far and wide”—four states.

As we prepare to celebrate our 20th annual conference, we are excited by the extent to which the conference has grown both in size and importance to our partner schools and our *Safe & Civil Schools* staff. Last year we welcomed almost 850 participants from 34 states and four foreign countries.

This growth strengthens our commitment to providing professional development that is proven, practical, and immediately usable. The comment we most like to hear is, “I can use this tomorrow!”

The conference is an opportunity for us to work with district and school leaders to increase the fidelity of implementation of Foundations, CHAMPS, and Interventions. The conference also allows us to dig deeper into the ins and outs of positive behavioral interventions and supports (PBIS) and multi-tiered systems of support (MTSS) to assist you in improving student engagement, managing classroom behavior effectively, motivating even the most challenging students, supervising the common areas of your building, and so much more.

My favorite part of our time together is the relationships that are built. It is exciting to see the impacts created in schools across the country by those who have joined us. I am excited to meet new attendees who will bring this work to new locations. We are excited to continue learning with all of you!

We look forward to seeing you this summer in Portland as we celebrate 20 years of the Safe & Civil Schools National Conference.

*Randy Sprick*



## CHAMPS Classroom Management

*Presented by Tricia Berg*

**2 Days:** Mon & Tues

Teachers who want to improve their classroom management will benefit from strategies to manage student behavior and improve student motivation. Learn how to teach students to behave in a responsible manner, improve behavior in transitions, reduce off-task behavior during instruction and independent work, and use positive feedback and consequences more effectively. While this session includes content from *CHAMPS* (2nd ed.), familiarity with this text is not required.

**Grades K–8. Required text:** *CHAMPS* (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).

## The Tough Kid Series: Practical Behavior Management

*Presented by William R. Jenson*

**2 Days:** Mon & Tues

This introduction to the basic philosophy of *The Tough Kid Series* outlines the definitions, assumptions, and techniques included in these practical materials. Review the causes of Tough Kid behavior and how to avoid unproductive educational practices. Learn proactive and positive strategies, including Mystery Motivators, to remediate problematic behaviors. Examine strategies to decrease the behavioral excesses of noncompliance and arguing. All strategies presented are evidence-based interventions that can be efficiently implemented by both general and special educators. The session also covers advanced techniques from *The Tough Kid Series*, including Managing the Toughest Tough Kids, Working With Parents of Tough Kids, and Tough Kid Issues for Administrators.

**Grades 1–8. Required text:** *The Tough Kid Book* (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).

## Discipline in the Secondary Classroom: Classroom Management

*Presented by Susan J. Isaacs*

**2 Days:** Mon & Tues

A corollary to CHAMPS, DSC is a proactive, positive, and instructional approach to classroom management designed to help the secondary classroom teacher manage student behavior and increase student motivation. Participants will learn to organize their classroom for student success, communicate clear expectations for student behavior, motivate students to do their best, and skillfully respond to student misbehavior.

**Grades 9–12. Required text:** *Discipline in the Secondary Classroom* (3rd ed.). Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).

## Foundations (Schoolwide PBIS): Implementation & Maintenance

*Presented by Randy Sprick*

**2 Days:** Mon & Tues

This session is based on *Foundations* (3rd ed.) and will be useful to those on leadership teams for behavior—both current Foundations users and those who are not using the program but might be interested. Content includes an overview of each of the essential elements of the Foundations processes and provides tools to assess the

**“Thank you for reminding me that our profession is honorable and should be celebrated with pride. We get lost in school grades and accountability and sometimes forget the joy of serving children.”**

**—Betty Eisenburg,  
Administrator**

level of implementation. Major components of the session include:

- Sustainability of the improvement cycle
- Consistency and efficacy of common area procedures
- Clarity and enforcement of schoolwide policies
- Positive climate and school connectedness
- Safety, discipline, and alternatives to suspension
- Multi-tiered systems of support (MTSS) for behavior
- Maintenance and districtwide sustainability

This session is especially useful to members of school-based leadership teams and district personnel responsible for behavior support.

**Grades K–12**

## Addressing Absenteeism

*Presented by Jessica Sprick*

**2 Days:** Wed & Thurs

A growing body of research indicates that regular student attendance is one of the most critical yet underaddressed issues in schools today. If students are going to be successful in school, they first have to be in school. This session provides participants with practical strategies to monitor and address student absenteeism across all grade levels.

Participants will leave this session knowing how to effectively analyze attendance data and prioritize resources. Learn how to implement schoolwide procedures to improve the attendance of all students, and use function-based approaches to design effective intervention plans for individuals. This session will also prepare participants to implement a number of interventions that address the most common functions of student absenteeism.

**Grades K–12. Required text:** *Absenteeism & Truancy: Interventions & Universal Procedures*. *Optional text:* *Functional Behavior Assessment of Absenteeism & Truancy* (includes one copy of the required text). Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).



## PROFESSIONAL DEVELOPMENT CREDIT

Professional Development Credit is available through Brandman University. To determine whether these credits are acceptable, check with your school or district. (Credit requires additional fee and follow-up assignment.) Register online: [www.brandman.edu/diggingdeeper](http://www.brandman.edu/diggingdeeper)

### Designing Behavior Intervention Plans: The Safe & Civil Schools Approach

Presented by Susan J. Isaacs

2 Days: Wed & Thurs

This session will focus on how to help teachers identify factors that contribute to or perpetuate any chronic misbehavior and use that information to design behavior improvement plans. The session begins with a focus on the early-stage interventions in the book *Interventions: Evidence-Based Intervention Strategies for Individual Students* and in the Foundations program. These

interventions are the first step teachers can take. They include planned discussion, academic adaptation, goal setting, data collection and debriefing, and improving positive interactions. If these are not effective, a function-based intervention is likely needed. Such an intervention analyzes setting events and contributing factors such as lack of information or skill, need for attention, need for power or control, escape, and more. Specific intervention strategies will be presented for each of these major functions. This session will also provide an orientation to Dr. Sprick's resource *Teacher's Encyclopedia of Behavior Management—100+ Problems/500+ Plans*.

Grades K–12. Recommended texts: *Teacher's Encyclopedia and Interventions*.

### Expanding Tier 2 Behavior Support: Check-In Systems and Meaningful Jobs

Presented By Mickey Garrison

2 Days: Wed & Thurs

Seeking ways to enhance discipline and maximize learning? This interactive session will have participants apply the principles of Structure, Teach, Observe, Interact positively, and Correct fluently (STOIC) to their current schoolwide practices and ready-to-use Tier 2 support systems. An emphasis will be placed on creating systems that provide increased feedback and monitoring for students who do not respond to universal supports while keeping things simple and quick for staff. Participants will be able to compare and contrast the most widely used systems, allowing them to make informed choices about establishing their own program or enhancing their existing system. This session will also delve into using meaningful school-based jobs to address student difficulties. Participants leave with practical strategies to implement in their district or school.

Grades K–12

## IMPORTANT NOTE CANCELLATION POLICY

Due to limited seating, there will be a \$25 processing fee for cancellations made before **May 30, 2016**, and a \$150 processing fee for cancellations between **May 30 and June 18, 2016**. No refunds are possible for cancellations after **June 18, 2016**.

“I will use this material immediately. I found this content and format rejuvenating! Two days of seat time is tough. Presenters made it great!”

—Kelly Evans,  
Administrator

# 4-DAY TRAINING OF TRAINERS SESSIONS

## CHAMPS/DSC TOT

*Presented by Jane Harris*

**4 Days:** Mon–Thurs

Focus on strategies for training your staff to use CHAMPS concepts to manage student behavior and prevent problems in the classroom. Learn techniques for showing teachers how to work on essential classroom management competencies, including teaching expectations, designing schedules, using positive interactions, and establishing consequences for misbehavior. Participants should have good working knowledge of the content in CHAMPS or DSC (see box below).

**Grades K–12. Required text:** CHAMPS (2nd ed.) or DSC (3rd ed.). Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).

### Should I sign up for the Training of Trainers (TOT) session for CHAMPS/DSC or one of the General Content (GC) sessions?

If you can answer the following questions, you're ready for the CHAMPS/DSC Training of Trainers:

- What does the acronym CHAMPS stand for?
- Which CHAMPS chapter would you not train as “stand-alone” content?
- What are the four functions of purposeful or habitual misbehavior addressed in CHAMPS?
- How does one calculate the 3:1 ratio of interactions?
- What are three characteristics of a good attention signal?

If you are unable to answer these questions, you're not quite ready for the Training of Trainers session. To get the most out of the conference, please sign up for a General Content session.

## Interventions TOT

*Presented by Mike Booher*

**4 Days:** Mon–Thurs

This session focuses on different training options (e.g., agendas, processing activities, application activities, etc.) when training general education teachers, special education staff, and support staff to develop and implement 18 behavior interventions from the *Interventions* book. Bonus content will cover delivering effective verbal redirections, assessing and addressing the eight basic psychological and social needs of students, and assessing a student's motivation. Tips on how to be an effective trainer will also be shared.

**Grades K–12. Prerequisite:** Participants need to be familiar with behavior interventions and should have already attended a workshop on developing and implementing the 18 interventions from the book. **Required text:** *Interventions: Evidence-Based Behavioral Strategies for Individual Students* (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).

READ  
Prereq  
Below!

“We have used *Safe & Civil Schools* extensively in our district. They are training Leadership Teams in all of our schools, and all licensed staff across the district have participated in CHAMPS training. I cannot say enough about this organization and the people who work there. Everyone is responsive and dedicated to doing what is the very best for your district. I highly recommend them and find the impact of their work well worth the expenditure.”

—Dr. Denise Seguine, Chief Academic Officer, Wichita Public Schools, Kansas

## Read Well TOT Leadership, Training & Coaching

*Presented by Marilyn Sprick*

**4 Days:** Mon–Thurs

Join Marilyn Sprick, senior author of *Read Well*, for a four-day focus on how to achieve high levels of literacy for all students—including high performers and those who struggle. This session is for school administrators, coaches, and lead teachers who wish to support the effective implementation of *Read Well*. Topics include improving student achievement via:

- Effective training & instruction
- Motivation & management strategies
- Progress monitoring & pacing
- Data sharing & diagnostic problem solving
- Preparing students for the third-grade CCSS assessments

Leave with training PowerPoints for use in your district. Session will focus on mastery-based small group components—*Read Well K*, *Read Well 1* and *1 Plus*, *Read Well 2 Fluency Foundations*, and *Read Well 2*.

**Core Grades K–2. Intervention Grades K–3.** This session is for educators who use the *Read Well* curriculum.

## Explicit Instruction TOT

*Presented by Anita Archer*

**4 Days:** Mon–Thurs

This Training of Trainers session is designed for professional developers and teacher-leaders who recognize the incredible impact that systematic, direct, engaging, and success-oriented instruction can have on students, teachers, and schools—people who, in their interactions with administrators, staff, and students, exemplify the idea that how well students learn depends on how well they're taught.

This session will immerse practitioners in the theory and practice of designing and



delivering instruction in a manner that is systematic, direct, engaging, and success oriented—in a word: explicit. Participants will then be prepared to provide this training, as well as follow-up coaching, to educators in their home districts.

**Among the critical content and skills discussed are:**

- Active engagement/  
Opportunities to respond
- Lesson structure and design for both skills and strategies
- Effective, instructional corrections
- Professional development techniques

**Grades 1–8. Required text:** Explicit Instruction. Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).



## MAKE A LASTING IMPACT ON THE WAY YOU EDUCATE

Take time to reinvigorate your approach to the important work you do in the lives of our nation's children. Connect directly with experts from across the country.

### Coaching Classroom Management TOT

*Presented by  
Tricia McKale Skyles*

**2 Days:** Wed & Thurs

Help teachers manage their classrooms effectively through the power of coaching. This session will provide ideas and suggestions for coaches or trainers of coaches who will be working with teachers in either an evaluative or nonevaluative role. Learn strategies and suggestions to help organize staff for effective classroom management implementation, including communicating clear expectations to staff and structuring effective observations.

This session will help administrators encourage teachers at every level to view coaching as a resource for improving classroom management practices. Learn how to use forms and strategies for working with teachers directly and immediately, and develop guidelines for selecting and implementing interventions based on observational data.

**Grades K–12. Required text:** Coaching Classroom Management (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at [pacificnwpublish.com](http://pacificnwpublish.com).

### Comprehensive/ Intensive Classroom Management

*Presented by Laura Hamilton*

**4 Days:** Mon–Thurs

*Note: This session is for teachers of students with intensive behavioral needs (SED classrooms). Other support staff may wish to attend, but the greatest benefit will come when they are joined by the teachers they support.*

Developing successful programs for students with intensive behavioral needs is challenging! No single factor will suddenly make the program successful. The trick is making all factors work together so that the program is successful for the teacher and students. Teachers will learn the essential behavior management strategies and techniques that must be in place for students with intensive behavioral needs. After an overview of strategies that make up comprehensive behavior management plans, participants will delve into details in the following areas:

- Understanding the basic needs of all students and how these needs play into the structure of the program.

- Establishing a solid and highly structured daily schedule.
- Designing the physical setting of the classroom.
- Developing and effectively implementing classroom rules and consequences.
- Establishing expectations and enforcing them consistently.
- Learning the differences between rules, procedures, and expectations to avoid risking inconsistencies in the classroom structure and management plan.
- Developing and effectively implementing a Point Sheet and Levels System to shape appropriate behaviors.
- Building relationships by using the ratio of interactions strategy.

The workshop will also present an overview of teaching social skills and correcting social errors with precorrection, social coaching, and the social skill correction procedure.

**Grades K–12**



# SHOP & EXPLORE PORTLAND—TAX FREE

Downtown Portland has a broad array of places to dine, shop, and enjoy. Within walking distance from your hotel, you can partake of an elegant five-course meal or sample authentic Mexican or Thai cuisine from a food cart.

Into shopping? Portland will not disappoint. The city features independent boutiques with locally designed clothing. Or visit a national retailer for your shopping spree—in Oregon, it's tax free!

Entertainment in the city abounds. From theater and dance performances to local brew pubs and wine bars, the nightlife sizzles. If family-style entertainment is your cup of tea, view Native American art at the Portland Art Museum, ride the train at the Oregon Zoo, tour the Pittock Mansion, browse the inventory at Powell's Books, or enjoy a serene stroll through the Japanese Garden.

In Portland, there's something for everyone.



Photo by Jamie Francis

**PORTLAND JAPANESE GARDEN**



Photo by Jamie Francis

**TAX-FREE SHOPPING  
THROUGHOUT THE STATE**

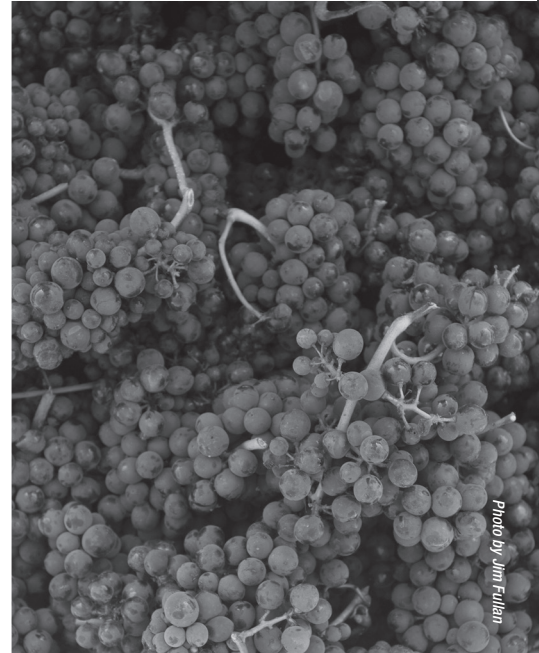


Photo by Jim Fullan

**WINE COUNTRY**

Not much of a city person? Not a problem. From Portland, it's easy to escape into the countryside.

Visit Hood River County. Take a hike on Mount Hood. You can be at Timberline Lodge in an hour and a half and can choose a trail that fits your abilities. This area also has plenty of vineyards and wineries to visit.

An hour and a half in the opposite direction brings you to the Oregon Coast. Spend the day, then finish it off with a bowl of chowder from one of the local restaurants.

Drive the Columbia Gorge, an 80-mile canyon of the Columbia River. Along the way, stop at the Vista House and Multnomah Falls for spectacular photo ops.

For more information about what to see and do in and around Portland, check out [Travelportland.com](http://Travelportland.com).

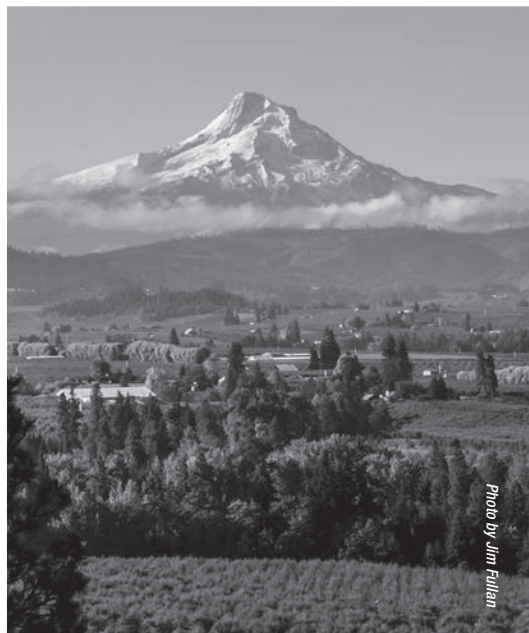


Photo by Jim Fullan

**HOOD RIVER COUNTY**



**MULTNOMAH FALLS**



# HOTEL INFORMATION

## THE PORTLAND MARRIOTT DOWNTOWN WATERFRONT HOTEL

The Portland Marriott Downtown Waterfront Hotel is within walking distance of Portland State University and Portland's waterfront. The hotel is convenient to great dining, shopping, and entertainment.

**Hotel amenities:** Gift/newsstand, vending machines, in-room coffee/tea, toll-free phone calls, room service, on-demand movies, newspaper delivered to room (on request), daily housekeeping service, valet dry cleaning, coin-operated laundry onsite, and fitness center with cardio equipment, free weights, treadmills, stationary bikes, indoor saltwater pool, and whirlpool.

## RESERVE YOUR ROOM (BUT REGISTER FIRST!)

Visit [www.safeandcivilschools.com](http://www.safeandcivilschools.com) to reserve your room online—or call 1-877-901-6632. (Wait until your conference registration is confirmed.) **A limited number of rooms are available** at special reduced rates starting at \$174 single/double occupancy + tax. Rooms fill quickly, so reserve your room as soon as your conference registration is confirmed to receive this special rate. If you call to make a reservation, please indicate that you are with the *Safe & Civil Schools* National Conference.



## *Can't Attend the Conference?*

*Try one of these other offerings from  
Safe & Civil Schools • June 2016*

**2-DAY Workshops** in Select Areas\*

**CHAMPS Classroom Management and  
Discipline in the Secondary Classroom (K-12)**

*Presented by Randy Sprick*

Dr. Sprick provides teachers with strategies for managing student behavior and improving student motivation. Visit [safeandcivilschools.com/events](http://safeandcivilschools.com/events) in February for specific dates and locations.

\*DENVER • HOUSTON • CHICAGO • SEATTLE



# SESSION CALENDAR

GC TOT SED CLASSROOMS	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
	17	18 8:30 am–3:30 pm	19 8:30 am–3:30 pm	20 8:30 am–3:30 pm	21 8:30 am–3:30 pm
	<p><b>2:00 pm–6:00 pm</b> <b>Registration:</b> Stop by any time to pick up conference packets.</p> <p><b>7:00 pm–8:30 pm</b> <b>Keynote presentation</b> with Dr. Randy Sprick</p> <p><b>8:30 pm–9:30 pm</b> <b>Reception:</b> Come and meet your colleagues, the presenters, and <i>Safe &amp; Civil Schools</i> staff.</p>	<ul style="list-style-type: none"> <li>• CHAMPS Classroom Management GC (p. 4)</li> <li>• The Tough Kid Series: Practical Behavior Management GC (p. 4)</li> <li>• Discipline in the Secondary Classroom: Classroom Management GC (p. 4)</li> <li>• Foundations (Schoolwide PBIS): Implementation &amp; Maintenance GC (p. 4)</li> </ul>		<ul style="list-style-type: none"> <li>• Addressing Absenteeism GC (p. 4)</li> <li>• Designing Behavior Intervention Plans: The Safe &amp; Civil Schools Approach GC (p. 5)</li> <li>• Expanding Tier 2 Behavior Support: Check-In Systems and Meaningful Jobs GC (p. 5)</li> </ul>	
		<ul style="list-style-type: none"> <li>• CHAMPS/DSC TOT (p. 6)</li> <li>• Interventions TOT (p. 6)</li> <li>• Read Well TOT Leadership, Training &amp; Coaching (p. 6) <i>This session is designed for educators who use Read Well.</i></li> <li>• Explicit Instruction TOT (pp. 6 and 7)</li> </ul>		Coaching Classroom Management TOT (p. 6)	
		Comprehensive/Intensive Classroom Management SED CLASSROOMS (p. 7)			

GC = General Content sessions  
TOT = Training of Trainers sessions

**NOTE:** Some conference sessions will fill early. Please confirm your registration **before** you book travel.

JULY 2016						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 —In Portland—	19	20	21	22	23
24/31	25	26	27	28	29	30

## IMPORTANT NOTES

Sessions will begin at 8:30 am and continue until 3:30 pm.

All participants will receive handouts for their sessions. Many sessions require additional texts. Training of Trainer session participants will receive CDs with reproducible workshop handouts and PowerPoint presentations.

When planning your schedule, please note that some sessions run across four days while others are given in two days. Make sure that you enroll in only one session per day. Use the session calendar above to assist in planning.



### CONTINENTAL BREAKFAST & BUFFET LUNCH

Breakfast and lunch are included in your registration. Vegetarian options will be available. If you have dietary concerns, please call us at **1-800-323-8819** in advance of the conference.

# REGISTRATION FORM

## TO REGISTER:

CALL: 1-800-323-8819 or FAX: 541-345-6431

EMAIL: Scan & email to [info@safeandcivilschools.com](mailto:info@safeandcivilschools.com)

MAIL: Safe & Civil Schools, P.O. 50550, Eugene, OR 97405

STEP 1

**REGISTER.** Pre-registration is required for each session you will attend. All registrants may attend the keynote presentation and reception on Sunday, July 17 (7:00 pm – 9:30 pm). **General Content (GC)** and Training of Trainers (**TOT**) sessions are marked by color.

- I will attend **any 2 days** of the conference..... **\$695.00**
- I will attend the **entire** conference..... **\$975.00**

### Monday & Tuesday, July 18–19

- CHAMPS Classroom Management (GC, K–8)**  
Required: *CHAMPS* (2nd ed.)
- The Tough Kid Series: Practical Behavior Management (GC, 1–8)**  
Required: *The Tough Kid Book* (2nd ed.)
- Discipline in the Secondary Classroom: Classroom Management (GC, 9–12)** Required:  
*Discipline in the Secondary Classroom* (3rd ed.)
- Foundations (Schoolwide PBIS): Implementation & Maintenance (GC, K–12)**

### Wednesday & Thursday, July 20–21

- Addressing Absenteeism (GC, K–12)**  
Required: *Absenteeism & Truancy: Interventions and Universal Procedures*
- Designing Behavior Intervention Plans: The Safe & Civil Schools Approach (GC, K–12)**  
Recommended: *Teacher's Encyclopedia and Interventions*
- Expanding Tier 2 Behavior Support: Check-In Systems and Meaningful Jobs (GC, K–12)**
- Coaching Classroom Management (TOT, K–12)**  
Required: *Coaching Classroom Management* (2nd ed.)

### Monday–Thursday, July 18–21

- CHAMPS/DSC (TOT, K–12)**  
Required: *CHAMPS* or *DSC*
- Interventions (TOT, K–12)**  
Required: *Interventions*
- Read Well TOT Leadership, Training & Coaching (TOT, K–3)** *Read Well Curriculum Session*
- Explicit Instruction (TOT, 1–8)**  
Required: *Explicit Instruction*
- Comprehensive/Intensive Classroom Management (K–12)** *SED Classrooms*

Name \_\_\_\_\_ Position \_\_\_\_\_

District \_\_\_\_\_ School \_\_\_\_\_

Email (Needed for confirming registration) \_\_\_\_\_

Work  Home: Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ How did you hear about this event? \_\_\_\_\_

STEP 2

**MAKE PAYMENT.**  Charge  Check  PO Make checks or purchase orders payable to *Safe & Civil Schools*.

Visa/MC Card# \_\_\_\_\_ Exp. Date \_\_\_\_\_

PO# \_\_\_\_\_ School or District \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

**Cancellation policy:** Due to limited seating, there will be a **\$25** processing fee for cancellations made before **May 30, 2016**, and a **\$150** processing fee for cancellations between **May 30** and **June 18, 2016**. **No refunds are possible for cancellations after June 18, 2016.**

STEP 3

### ORDER REQUIRED TEXTS.

The required materials noted in Step One are essential to the workshop. To purchase items in advance, order them from Pacific Northwest Publishing, P.O. Box 50610, Eugene, OR 97405. Order online at [www.pacificnwpublish.com](http://www.pacificnwpublish.com), call 1-866-542-1490, or fax PO to (541) 345-1507. Books will also be available for purchase at the conference.

STEP 4

### BOOK YOUR ROOM AND TRAVEL.

Wait until your registration is confirmed before you book your travel in case conference sessions have filled. To reserve your room, visit [www.safeandcivilschools.com](http://www.safeandcivilschools.com) or call 1-877-901-6632 and mention the *Safe & Civil Schools National Conference*.

# 20th Annual *Safe & Civil Schools* National Conference

## NATIONAL CONFERENCE PRESENTERS



### **RANDY SPRICK, PH.D.**

Randy is Director of *Safe & Civil Schools* and a consultant in behavior management. Each year, he conducts training and classes for more than 25,000 teachers and administrators. His successful approach to positive behavior management is the cornerstone of the *Safe & Civil Schools* series—proven materials that have revolutionized the way schools, educators, and administrators approach and shape school behavior.



### **LAURA HAMILTON**

Laura has 15 years of experience teaching elementary and secondary students with emotional and behavioral disorders and 20 years of consulting experience. She is a lead trainer for *Safe & Civil Schools*.



### **ANITA ARCHER, PH.D.**

Author of numerous curricular materials, chapters, books, and training materials, Anita is the recipient of ten Outstanding Educator awards. Currently, she serves as an educational consultant to school districts on effective instruction, language arts, classroom management, and study skills.



### **MARILYN SPRICK**

Marilyn has been a classroom teacher and special education learning specialist. As a consultant, she has provided inservice for thousands of teachers in literacy, curriculum adaptation, and collaborative instruction. She is the lead author of the *Read Well K-2* reading series and other teacher training resources.



### **BILL JENSON**

Coauthor of the popular *Tough Kid* series, Bill has published a variety of journal articles, books, and professional papers. His interests include behavior management, behavioral assessment, academic interventions, and parent training.



### **MICKEY GARRISON, PH.D.**

Mickey has been an educator for more than 40 years and during her tenure as a principal, refined the principles on which *Connections*—the web-based check-and-connect program—is based. She is an accomplished speaker and author, and was named the State Data Director of the Year by the national Data Quality Campaign in 2010.



### **JANE HARRIS**

Jane has worked in various educational settings, from self-contained classrooms for EBD students to residential treatment programs. As a member of the first group of Kentucky's Distinguished Educators, she helped schools improve student achievement. She has experience as a school-based diagnostician and consultant in many schools, from elementary through high school.



### **MIKE BOOHER**

As a *Safe & Civil Schools* consultant, Mike works with school teams and administrators from school districts across the country on implementing *Safe & Civil Schools* programs.



### **JESSICA SPRICK**

Jessica is a consultant for *Safe & Civil Schools* and an author for Pacific Northwest Publishing. Ms. Sprick has been Dean of Students and special education teacher for students with behavioral needs and has strong training in positive behavior support techniques.



### **SUSAN J. ISAACS**

Susan has been a teacher and consultant for more than 25 years. She is currently one of *Safe & Civil Schools*' lead trainers at many long-term district Foundations implementation sites.



### **TRICIA MCKALE SKYLES**

Tricia has worked extensively with the Strategic Instruction Model (KU-CRL) and is a coauthor of the *Coaching Classroom Management* book.



### **TRICIA BERG**

Tricia Berg began her career as a paraprofessional in a classroom for students with severe/multiple disabilities, then took a position teaching students with emotional/behavioral disabilities. As her skills grew, she was assigned the role of district behavior specialist to train and coach colleagues in schoolwide, classroom, and individual student support systems.

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin I. Freeman

**Date of Meeting:** 6/22/16

- 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:** Out of State Conference request for Nurse Coordinator, Carmen Rosenberg  
(Freeman/Ridge)

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The Board's approval is requested for Carmen Rosenberg, Nurse Coordinator to attend the Johnson & Johnson School Health Leadership Program in New Brunswick, New Jersey, from July 17- July 22, 2016. Ms. Rosenberg has been accepted into the program designed by Rutgers, Center of Alcohol Studies in collaboration with Johnson & Johnson. This nationally recognized fellowship program includes curriculum and opportunities designed to empower school nurse and their community/administrative partners to become leaders within their educational and health services teams to improve student health practices. All education offered through the program is in partnership with the National Association for School Nurses (NASN).

**FISCAL IMPACT:**

Not to exceed: Cost for travel and meals approximately \$1,300 to be paid out of Pupil Services funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Pupil Services that the Board of Trustees approve the out of state conference attendance as outlined above.

**ADDITIONAL MATERIAL(S):**

Attached: Proposal and workshop information





January 27, 2016

Dear Johnson & Johnson School Health Leadership Program Applicants:

Congratulations! Your team has been accepted to participate in the 2016 Johnson & Johnson School Health Leadership Program. As you know, the fellowship program includes online learning; an intensive six-day Institute held from **July 17-22, 2016**; and community-based initiatives. We received an overwhelming number of applications and the process has been extremely competitive with an approximate 50% acceptance rate.

Please secure participation in the Fellowship Program on or before Monday, February 11, 2016.

Your team listed below has been accepted to participate in the program in its entirety including full attendance at the Institute in July. To assist you in this conversation please see the attached program details. Once you discuss this acceptance with your team, one person from your team can confirm your full teams' acceptance via email to Danielle Cooper at [danielle.cooper@rutgers.edu](mailto:danielle.cooper@rutgers.edu).

Anderson, Dawn	AP
Rosenberg, Carmen	SN
Archibald, Aileen	SN
Garcia, Alice	SN

(SN = School Nurse on Team; AP = Administrative Partner on Team; CP = Community Partner on Team)

Through your participation you will be provided with empowerment tools to further your development as leaders within your communities while improving student health practices. Once your team confirms your acceptance you will be sent additional detailed information that would be helpful as you are planning for your participation over the next year, and your travels for the institute. In February you will receive your spring online work and we will be communicating via email.

Congratulations again and welcome to the Johnson & Johnson School Health Leadership Program. If concerns or questions should arise feel free to call the office 848-445-4317. We look forward to meeting you in person in July.

Best Regards,

A handwritten signature in black ink that reads "Laura Fenster Rothschild".

Laura Fenster Rothschild, PsyD  
Director



## **School Health Leadership Program**

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### **OVERVIEW OF THE PROGRAM**

The *Johnson & Johnson School Health Leadership Program* is a fellowship program designed to facilitate the empowerment and further development of school nurses and executive sponsors. This fellowship program will empower participants as leaders within their community's educational and health services teams to improve student health practices. The program includes an intensive six-day Leadership Training Institute, online learning, and the development of community-based health promotion initiatives (Enduring Change Plans). These enduring change plans may be supported by mini-grants. In addition, all fellows benefit from networking and development opportunities available for alumni.

#### **THE INSTITUTE**

This six-day residential Institute provides an opportunity for teams of school nurses and executive sponsors from a community to develop their leadership and management skills. Topics covered include: school leadership, advocacy, diversity, school nurse leadership, community empowerment model, effective written communication, grant writing and team building. Additionally, the teams will be exposed to advanced content topics including: program planning/development training and selecting/utilizing evidence-based programming.

#### **ONLINE LEARNING**

Within the fellowship program, all participants will engage in online, self-paced learning. The process begins with the Preliminary Leadership Course. This course is designed to set the foundation for work conducted at the Leadership Institute. Following participation at the Institute, fellows will take 3 mini courses in relevant health issues. Online mini-courses are delivered in collaboration with the National Association of School Nurses and will be available to school nurses throughout the country.

#### **ENDURING CHANGE PLANS**

Participating community teams will create Enduring Change Plans; these plans outline their community-based health promotion initiatives. These may include sharing knowledge and skills with other professionals in the community, as well as implementing evidence-based strategies. In order to support the implementation of Enduring Change Plans, mini-grants are available to support the developed plans.

#### **COMMUNITY COACHING**

Community coaching will be provided to each community team in the form of on-site coaching visits and conference calls. The goal of the community coaching model is to support each community team in the implementation of an evidence-based initiative that is sustainable with a structure to support future initiatives. The goal is to support the development of a fellowship team's initiative and to offer support, explore challenges, opportunities and most of all answer any question you may have. Community coaches aim to work with your team as a collaborative partner and these calls and on-site visits are designed for teams to utilize the coach as a resource.

## INSTITUTE TRAVEL & PARTICIPATION INFORMATION

### General Expectations:

- ❖ All fellows are expected to participate in the Institute in its entirety. You should plan on arriving no later than noon on Sunday July 17 and staying until 3:00 p.m. Friday, July 22.
- ❖ Please come prepared for long days full of rich learning experiences. Business casual attire is required. We will be hosted at the Heldrich Hotel for daily sessions.

### Arrival:

- ❖ Teams are asked to prepare to arrive at registration on Sunday July 17 between 12 p.m. and 1:00 p.m. as sessions will be starting promptly at 1:00 p.m. Rooms are not guaranteed prior to 3:00 p.m.; however, locations will be available for luggage storage. For teams traveling a distance, early/ extended hotel accommodations will be confirmed with program staff (*See hotel information section below*).

### Transportation: (each individual is responsible for cost)

- ❖ If you arriving by plane, and need ground transportation, we suggest you make a reservation with Golden Class Limousine Service in-advance, ask for Alex (732) 322-3386
- ❖ If you would like to take a train from Newark Airport to New Brunswick, visit the New Jersey Transit website for more information. You will need to call the Heldrich at (732) 729-4670 to arrange transportation from the New Brunswick Train Station to the Heldrich.  
*Note: The Heldrich is within walking distance from the train station*
- ❖ If you are driving, parking will be available at the Morris Street Self- Parking Garage located on 70 New Street New Brunswick, NJ.  
*Note: Self-parking will be covered by the program, please keep your parking validation ticket with you.*

### Hotel Information:

- ❖ The Heldrich is located at 10 Livingston Avenue, New Brunswick, New Jersey. If you are arriving on Sunday, check-in time is at 3:00 p.m., if rooms are available earlier you may be able to check-in. If not, we suggest you leave your luggage with concierge service and enjoy the hotel accommodations.

*Note: If you are coming from a distance and require a room on Saturday (7/16) evening to ensure you are present by 12 noon on Sunday or there are no flights available to depart on Friday (7/22), you will receive a link to make a special request for early/ extended hotel accommodations. Please respond to the link by Friday April 01, 2016.*

*For detailed hotel accommodations visit <http://www.theheldrich.com/>*

- ❖ On Sunday (7/17), the program registration will be from 12 noon to 1:00 p.m. Sessions will start promptly at 1:00 p.m. The opening dinner program will take place at 5:30 p.m. to at the Zimmerli Art Museum.

*Note: The Zimmerli Art Museum is within walking distance from the Heldrich.*

*Note: Program registration will not be available prior to 12 noon.*

### Meals:

- ❖ Meals will be provided beginning with dinner on Sunday evening through lunch on Friday. Wednesday will be your "night off". We suggest you Explore Downtown New Brunswick and experience the outstanding dining and rich culture the historic city has to offer.

*For more restaurant information visit <http://www.newbrunswick.com/>*

## Check-out Information:

- ❖ On Friday, there will be an extended time in the morning for breakfast and hotel check-out. Luggage can be left with the concierge. Please be sure to have made all departure ground transportation arrangements by Thursday evening, once we begin working we will not break until the conclusion of the Institute.

## Staff:

- ❖ To help make this a successful School Health Leadership Program for you and your team, members of the Education and Training Division staff will be staying on-site with you. If during the course of your time with us you need assistance, please do not hesitate to ask our staff. Please see the attached schedule "at a glance" that we hope will summarize our work together.

## **Tentative Schedule "At a Glance"**

### Institute Dates: July 17, 2016 – July 22, 2016

#### **Sunday, July 17, 2016**

**12:00 p.m. ~ 8:00 p.m.**

- Registration/Check-in for the Institute will be located in the hotel lobby from 12 noon- 1:00 p.m.
- Leadership Training Sessions will begin at 1:00 p.m.
- The opening dinner program will begin at 5:30 p.m. (Zimmerli)

#### **Monday & Tuesday, July 18, 2016 – July 19, 2016**

**8:00 a.m. ~ 6:00 p.m.**

- Leadership Trainings Sessions will begin at 8:00 a.m. (Heldrich)
- Open lab hours and consultations with faculty (Heldrich)

#### **Wednesday, July 20, 2016**

**8:00 a.m. ~ 6:00 p.m.**

- Leadership Trainings Sessions will begin at 8:00 a.m. (Heldrich)
- Evening off, see suggestion on Participant Information Sheet

#### **Thursday, July 21, 2016**

**8:00 a.m. ~ 7:00 p.m.**

- Leadership Trainings Sessions (Heldrich)
  - Dinner Reception and Photos will start at 5:30 (J&J Worldwide Headquarters)
- Note: Dressy business attire is appropriate, please prepare accordingly. We will break in order to change before reception.*

#### **Friday, July 22, 2016**

**9:30 a.m. ~ 3:00 p.m.**

- Breakfast and Hotel Check-out from 7:00 a.m. - 8:45 a.m. (Heldrich)
- Classes, fellow presentations, and closing activities (Heldrich)

*\*Final Schedules will be available at check-in on Sunday July 17*



# Proposal

## Johnson & Johnson School Health Leadership Program

The Johnson & Johnson School Health Leadership Program is a fellowship program designed by Rutgers, Center of Alcohol Studies in collaboration with Johnson & Johnson. This nationally recognized fellowship program includes curriculum and opportunities designed to empower school nurses and their community/administrative partners to become leaders within their community's educational and health services teams to improve student health practices. All education offered through the program is in partnership with the National Association for School Nurses (NASN). CEUs are awarded through both Rutgers and NASN. - See more at:  
<http://alcoholstudiespdd.rutgers.edu/jjshlp#sthash.VPFR3VZZ.dpuf>

Submitted by: Carmen Rosenberg, MA, RN, PHN  
Coordinator, Health and Nursing Services

To: Chris Ridge, Director of Pupil Services

Mr. Ridge,

I have been accepted into the School Health Leadership Program and I am requesting to attend the program located in New Brunswick, NJ. The program begins on July 17<sup>th</sup> through July 22<sup>nd</sup>. Due to the location of the program, I will need to leave on July 16<sup>th</sup> and return on July 23<sup>rd</sup>. Although a no-cost program, the participants are responsible for transportation. Therefore, I am respectfully requesting that Oxnard School District cover my transportation expenses. Please see *Expenses*.

Program

- Johnson & Johnson, School Health Leadership Program – Rutgers University, Center of Alcohol Studies
- Fellowship program will empower participants as leaders within their community's educational and health services teams to improve student health practices.
- Six –day Leadership Institute – July 17-22, 2016 located in New Brunswick, NJ

### Overview of the Program:

- Topics covered: school leadership, advocacy, diversity, school nurse leadership, community empowerment model, effective written communication, grant writing and team building.
- Online learning – *OVERVIEW OF THE PROGRAM* (attached)
- Enduring Change Plans – *OVERVIEW OF THE PROGRAM* (attached)
- Community coaching – *OVERVIEW OF THE PROGRAM* (attached)

### Expenses:

The School Health Leadership Program is a no-cost fellowship program with the exception of transportation, shuttle service and approximately four meals.

Airfare: Virgin America Airlines - \$508.20

Shuttle service: \$79 + tip, each way

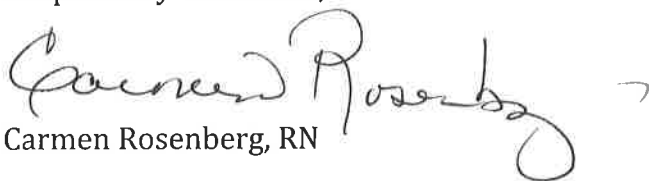
Meals: 1 Breakfast, 1 Lunch and 2 Dinners

### Summary:

Leadership provides guidance, support, motivation, purpose and direction. A leader is visionary and thinks globally. A leader is honest, humble and accepts responsibility even when the task at hand has failed. A leader is self-confident, elevates and is exemplary.

My 20-year tenure has been extremely fulfilling. I believe I have made a difference in many children's lives and their families. A significant part of my job is to be resourceful. Helping families access community resources has always been a priority. It is my hope that you will accept my proposal so that I may continue my endeavors as a school nurse leader.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Rosenberg". The signature is written in black ink and is positioned above the printed name.

Carmen Rosenberg, RN

**BOARD AGENDA ITEM**

Name of Contributor(s): Robin I. Freeman

Date of Meeting: 6/22/16

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 Program Self Evaluation Report 2015-2016 - California Department of Education – Early Education and Support Division (CDE-EESD).  
(Freeman/Thomas)**

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In accordance with California Department of Education – Early Education and Support Division contractors must submit an annual Program Self-Evaluation report by June 1, 2016 for each State Preschool based contract type. This is an opportunity for contractors to reflect on the outcomes of the previous year and report on the findings and goals/areas for improvement for the current year. The Self-Evaluation Report includes the following:

- An overview of the self-assessment process used to evaluate program quality in 2015-2016 and the roles of stakeholders in the process.
- Summary of Program Self-Evaluation describing the areas needing improvement and the areas that met standards, and a list of strategies to improve and/or maintain standards.

**FISCAL IMPACT:**

No fiscal impact.

**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 California Department of Education – Early Education and Support, Program Self Evaluation Report for 2015-2016.

**ADDITIONAL MATERIAL:**

**Attached:**

CDE-EESD 4000A and 4000B Program Self Evaluation Report for 2015-2016 (7 Pages)

**Program Self-Evaluation Process  
Fiscal Year 2015–16**

<b>Contractor Legal Name</b> <b>Oxnard School District</b>	<b>Vendor Number</b> 7253
<b>Contract Type(s)</b> <b>CSPP</b>	
<p align="center"><b>This form can be expanded and is not limited to a single page.</b></p> <p>Check each box verifying the collection, analysis, and integration of each assessment data toward ongoing program improvement for all applicable contract types.</p> <p><input checked="" type="checkbox"/> Program Review Instrument FY 2015–16 – All Contract Types  <a href="http://www.cde.ca.gov/sp/cd/ci/documents/eesosonsitemar2016.pdf">http://www.cde.ca.gov/sp/cd/ci/documents/eesosonsitemar2016.pdf</a></p> <p><input checked="" type="checkbox"/> Desired Results Parent Survey – All Contract Types  <a href="http://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.doc">http://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.doc</a></p> <p><input checked="" type="checkbox"/> Age Appropriate Environment Rating Scales – Center-based/CFCC Contracts Types  <a href="http://www.ersi.info/ecers.html">http://www.ersi.info/ecers.html</a></p> <p><input checked="" type="checkbox"/> Desired Results Developmental Profile and DRDPtech Reports – Center-based/CFCC Contracts Types  <a href="https://www.desiredresults.us/drdp-forms">https://www.desiredresults.us/drdp-forms</a></p> <p>Provide a summary of staff and board member participation in the PSE process:</p> <p>Early Childhood Education Programs are an integral component of the District's educational plan. The actions described in this report support the priorities and expectation of early education programs identified by the Oxnard School District (OSD) Board of Trustees and Administration:</p> <ul style="list-style-type: none"> <li>• Establish and maintain high quality programs and researched based practices.</li> <li>• Maintain alignment and communication between preschool and kindergarten education programs.</li> <li>• Engage the meaningful participation of parents.</li> <li>• Demonstrate the effectiveness of early education programs.</li> <li>• Maintain compliance to California Department of Education (CDE) and OSD policies and public laws.</li> </ul> <p>These priorities are fundamental components that helped guide OSD State Preschool forward in the Program Self Evaluation (PSE) process.</p>	

Program self-evaluation began with a professional development day; August 18, 2015. The day comprised of a district wide staff meeting where District Administrators presented the accomplishments of the previous fiscal/school year and the focus areas for this year. OSD Board of Trustees also presented at this meeting, encouraging all to continue collaboration, striving towards excellence and high quality service to students and families.

For early education staff, the day continued with an overview of CDE program requirements stipulated in the Funding Terms and Conditions for fiscal year 2015-2016 and a presentation and review of the instructional components of our program.

Early education staff was issued iPads, and downloaded the *DRDP 2015 Portfolio* application, then began the process of adding preschool children on to the data base program. Although we did not participate the year before in the pilot phase of new assessment tool, OSD preschool teachers and instructional assistants were introduced to the DRDP 2015 during workshops facilitated by WestEd in the fall of 2014. Further support in the implementation of the revised developmental tool continued in September 2015 when staff attended DRDP 2015 trainings hosted by WestEd and the Ventura County Office of Education.

Preschool teachers and instructional assistants proceeded with the collection of a variety of evidence to document and sustain pre DRDP 2015 ratings, including: observations of student's actions and behaviors, pictures of students in action, student work samples, and anecdotal narratives with student quotes.

Pre assessments were completed in October 2015 and rating scales were uploaded to DRDPTech, then the results shared during staff meetings with teachers. The data reports assisted teachers to individualize and scaffold the instruction of each student and to group students by developmental level for small group activities. DRDP Summary of Findings reports were completed and classroom and district wide action plans were put into effect. Strategies, observations, and documentation continued through the school year, and post assessments were completed in the Spring of 2015; this in accordance with terms and conditions of the program.

(OSD) State Preschool programs continue to participate in Ventura County Rising Stars (VCRS), formally known as Quality Rating Improvement System (QRIS). Ventura County Office of Education (VCOE) spearheads this project for our county and provided our program with the support necessary to complete the rating process. Three areas considered to be critical to high quality programming and rated as part of the VCRS process are:

- Child Development & School Readiness
- Teachers and Teaching
- Program and Environment

Under the Program and Environment domain, cut points for the highest Tier level of the VCRS matrix require an independent assessment of the classroom environment; utilizing Environmental Rating Scale (ERS) rating tool. VCOE assisted our program by deploying certified ERS assessors to rate our classroom environments. After the assessments were completed, VCOE staff provided debriefing consultations with each teaching team; identifying and recommending strategies, actions and/or materials necessary to improve identified areas. Staff then completed the ERS Summary of Findings reports and initiated actions to mitigate areas of concern.

The VCRS rating process for all three domains listed above took more than a year and a half to complete. The VCRS rating scores were released to the public in December 2015 and we are very pleased and proud six of the seven OSD State Preschool sites hold an *Advance* rating (Tier 4), and one site a *Good* rating (Tier 3).

Parent participation is critical to the success of students. Our programs have a dual focus: children and their parents. We expect implementing a combined focus will prepare students and families for the rigors of kindergarten and students step into kindergarten ready to learn. Our programs provide ample opportunities for active participation of parents and primary caretakers of our students:

- Parents as Classroom Volunteers – participation of parents in classroom activities provides for observation of their own child's behavior in a formal learning setting and allows for the reinforcement of learning at home.
- Meetings and Newsletters – information critical to preparing students for kindergarten, what is happening in the classroom and an opportunity to learn about services available in the community.
- Parent/Teacher Conferences – information about the individual development of their student; areas of strength, areas to focus instruction in the classroom and to support at home, and to report the outcomes of interventions implemented to address areas of need identified in developmental screenings.

Direct parent feedback is also solicited during meetings and through Desired Results Parent Survey. Through the surveys, parents are able to express their opinions of specific areas of the preschool program:

- Safety of their children
- Information about the individual developmental of their student and how parents can help their students
- Overall quality and specific characteristics of the program

The parent survey was administered in early winter. Surveys were collected, the data collated and the results examined. Summary of Findings was completed, identifying actions to address areas of need.

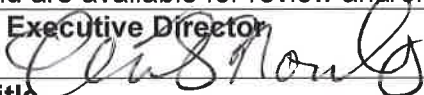
Monitoring and tracking the collection of documentation is done on a monthly basis. An Excel spreadsheet was developed for this purpose and this is shared on a regular basis with staff. For the purposes of preparing the PSE report, a review of the 2015-2016 Program Review Instrument FY 2015-2016 sections was conducted by the Program Director and lead staff. Documentation and evidence to support compliance to sections EES-01 to EES19 is available for review at any time. Records to support compliance include:

- Parent Handbook
  - ✓ Family Eligibility Requirements
  - ✓ Refrain from Religious Instruction
  
- Student CUM and Portfolios
  - ✓ Desired Results Portfolio and Data
  - ✓ Compliance with Due Process
  
- Files Located at District Office  
(Educational Services Department)
  - ✓ Family Selection
  - ✓ Annual Evaluation Plan
  - ✓ Parent Involvement
  - ✓ Recording and Reporting Attendance
  - ✓ Staff Development Program
  - ✓ Staff-Child Ratios
  - ✓ State Licensure
  - ✓ Environmental Rating Scales
  
- (Human Services Department)
  - ✓ Qualified Staff
  
- (Business Services Department)
  - ✓ Inventory Records
  - ✓ Nutritional Needs

This report is presented to Oxnard School District Board of Trustees on June 22, 2016.

**Statement of Completion:** I certify that all documents required as a part of the PSE have been completed and are available for review and/or submittal upon request.

**Signature of Executive Director**



**Date**

5-25-16

**Name and Title**

Dr. Cesar Morales, Superintendent

**Phone Number**

(805) 385-1501 ext.  
2032

**Contact Name if different from above (please print)**

Anna Thomas, Director of Curriculum, Instruction, Accountability

**Phone Number**

(805) 385-1501 ext.  
2302

**Summary of Program Self-Evaluation  
Fiscal Year 2015–16**

<b>Contractor Legal Name</b> Oxnard School District		<b>Vendor Number</b> 7253
<b>Contract Type(s)</b> CSPP	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool	
<b>Program Director Name</b> Anna Thomas	<b>Phone Number and E-mail Address</b> (805) 385-1501 ext. 2302 <a href="mailto:athomas@oxnardsd.org">athomas@oxnardsd.org</a>	

**This form can be expanded and is not limited to a single page.**

1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas.

After examining the results of each assessment component of the Program Self-Evaluation (PSE), areas were identified for improvement and monitoring of these areas continued through FY 2015-2016. Listed below are a few examples of these areas and the actions put into place to mitigate concerns.

Age Appropriate Environmental Rating Scales

Personal Care and Routines

1. Improper hand-washing by children – Children were not scrubbing hands for the 20 seconds recommended by ERS
  - Staff was instructed to engage children in transition activities to span the full 20 seconds; singing, counting, rhyming, etc.
  - We purchased spray bottles for water and foam soap products so children can begin scrubbing hands as they wait in line to use the sink
2. Table top cleaning products not applied/used according to manufacturing instructions – inconsistent use of products from classroom to classroom
  - Custodial staff provided guidance to staff and volunteers on how to use products
  - Next step includes purchasing one universal cleaning product for use at all sites to address inconsistency between program sites
3. Children were observed to close the door while using restroom – preventing full visual supervision of children during use
  - Staff was instructed to keep doors propped open at all times
  - In some classrooms where restroom doors do not have windows, doors were removed and transparent as possible shower curtains were installed to give children some privacy.



### Language and Reasoning

1. Informal use of language – staff are not adding information to expand on ideas presented by child
  - Review *Strive for Five* strategies for sustaining and developing a topic of conversation with students, building understanding over multiple turns between adults and children
  - Review *CLASS* strategies for feedback loops; back and forth exchanges to expand a child's knowledge and build performance of a task.

### Desired Results Developmental Profile 2015 and DRDPTech

1. Mastery of the use of the new DRDP 2015 assessment tool – The new tool contains an additional domain area, more measures, and more developmental rating levels
  - Additional professional development for teachers and instructional assistants will be needed to increase knowledge of new assessment tool
  - Extra-time was provided for teachers to organize evidence and prepare rating scale documents

### Desired Results Parent Survey

1. Increase the participation of more families during parent meetings
  - Engage families in feedback process to help our program identify barriers to attendance; i.e. meeting times, topics not of interest, etc.
  - Share research with parents about how children are more likely to succeed academically and are less likely to engage in violent behavior if their families are involved in their education
  - Ensure classrooms and meeting areas are welcoming to parents

2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards.

During the implementation of the PSE components, we confirmed the great progress our programs are making in each of the areas assessed in this process. We offer the following examples of areas of strength in our early childhood education programs, as documented through the various PSE assessments :

### Age Appropriate Environmental Rating Scales

#### Language and Learning

1. Staff engages children in age appropriate communication; balance between listening and providing children with ample time to respond
2. Materials in the centers are rotated frequently and relate to the classroom curriculum
3. Developmentally appropriated materials and activities are accessible; with different levels of difficulty to engage and maintain student interest

### Program Structure

1. Smooth transitions between daily activities
2. Materials are ready for the next activity
3. Variations made to meet individual needs of children
4. Modifications are made to the classroom environment and program so children can participate in many activities

### Desired Results Developmental Profile 2015 and DRDPTech

1. Use of technology, iPads and *DRDP Portfolio* app, to gather evidence is new for staff. Although it will take time to master all data collection features and components, preschool staff welcomed the challenge and a renewed collaboration between teachers was initiated with sharing of practices and resources.
2. The District approved curriculum is aligned to DRDP 2015 and Common Core Standards; providing ample activities across all domains and measures of the DRDP 2015.
3. The lesson plan template was modified to include the DRDP 2015 measure(s) featured in a specific activity, and data collection tools were updated for alignment to the new DRDP release.

### Desired Results Parent Survey

1. Parents reported overall satisfaction with all aspects of the preschool program.
2. According to responses from parents, the strongest success was in the area of School Readiness. A summary of their comments, includes:
  - Children learned how to share with and care about their peers
  - Children learned self-regulation skills
  - Academically, parents reported they were happy their children could write their name, they know numbers and can count, they know the alphabet and letter sounds
  - Parent participants in the Ages and Stages Questionnaire (developmental screenings) appreciated the interventions implemented in the classroom and the resources they were referred to in the community to mitigate concerns.
  - Parents learned about the expectations of kindergarten
  - Parents how to support their students at home

Monitoring areas of strength and those needing improvement to ensure compliance will continue with the following efforts:

- Classroom observations and follow-up discussions; one-to-one and during staff meetings
- Professional development to support best practices and to increase knowledge in the areas of need:
  - ✓ Additional support DRDP 2015 and use of DRDPTech
  - ✓ Building bridges to connect to parents and maintain meaningful communication
  - ✓ Instructional strategies to encourage and develop complex answers from students

Progress and success will be tracked through collaboration between site and district administrators.

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Lisa Cline

**Date of Meeting:** 6/22/16

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

**Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2016/2017 (Cline/Franz)**

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In an effort to reduce costs and reduce continuous board approval requests throughout the year, District Administration requests the Board's approval to use piggyback bids to purchase products and services. The District has used piggyback bids such as California Multiple Award Schedules (CMAS), CalSave, Los Angeles Unified School District contracts, National Intergovernmental Purchasing Alliance (National IPA), National Joint Powers Alliance (NJPA), U.S. Communities and Western States Contracting Alliance to purchase computers, equipment, office supplies, custodial supplies, copiers, furniture, printers and more.

The State of California Department of General Services (DGS) and Public Contract Code §20118 allow school districts to participate in Cooperative Purchasing Programs. Districts and other agencies throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other Districts, if beneficial, to bypass their own bid process and utilize goods or services that have already been bid. Large districts purchasing a high volume of goods/services that include a piggyback clause in their contracts, will allow other districts to benefit in the cost savings. Purchasing staff will evaluate and compare bid pricing of available programs to determine the most cost effective avenue for the District.

**FISCAL IMPACT:**

Any fees incurred will be charged to end user's budget.

**RECOMMENDATION:**

It is the recommendation of the Director of Purchasing, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

**ADDITIONAL MATERIAL(S):**

**Attached:** None

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **REQUEST FOR APPROVAL OF 2016-17 EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN (Cline/Penanhoat)**

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Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEA's) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement. LEA's received EPA payments quarterly beginning with the 2013-14 fiscal year.

Proposition 30 requires that the use of EPA funds be determined by the governing board at an open public meeting. EPA funds can only be spent on instructional functions of the school district.

It is estimated that Oxnard School District will receive \$20,871,986 in EPA funding for 2016-17 fiscal year. The Deputy Superintendent, Business & Fiscal Services and the Director of Finance recommend the funds be used as outlined on the attachment.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2016-17 Education Protection Account Spending Plan as per the attachment.

#### **ADDITIONAL MATERIAL**

Attached: 2016-17 Planned Education Protection Account Expenditures (1 page)



**OXNARD SCHOOL DISTRICT  
2016-17 PLANNED EDUCATION PROTECTION  
ACCOUNT EXPENDITURES**

---

**2016-17 Adopted Budget**

**Estimated EPA Amount Available**

**\$ 20,871,986**

Estimated Amount per Site Distribution-Expenditure Function 1000  
(Instruction, Salary & Benefits)

Soria	\$ 1,195,371
Curren	\$ 1,329,683
Driffill	\$ 1,437,132
Elm	\$ 779,006
Frank	\$ 1,783,655
Fremont	\$ 1,423,701
Harrington	\$ 698,419
Haydock	\$ 1,208,802
Chavez	\$ 1,090,608
Kamala	\$ 1,383,407
Lemonwood	\$ 1,020,766
Marina West	\$ 859,593
McAuliffe	\$ 940,180
McKinna	\$ 913,317
Marshall	\$ 725,281
Ramona	\$ 698,419
Ritchen	\$ 779,006
Brekke	\$ 725,281
Rose Avenue	\$ 913,317
Sierra Linda	\$ 967,042
	\$ 20,871,986

**2016-17 Total Estimated Expenditures**

**\$ 20,871,986**

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **SELECTION OF VENDORS FOR CHILD NUTRITION PROGRAM (Cline/Chessen)**

---

The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2016-17 school year. The selected vendors have a history of providing a high quality of products and service to the district.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business and Fiscal Services, and the Assistant Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2016-17 school year.

#### **ADDITIONAL MATERIAL**

Attached: Memo from Jim Picola dated May 24, 2016 (2 pages)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918 • www.oxnardsd.org

## Child Nutrition Services

To Lisa Cline Deputy Superintendent  
From Jim Picola Director of Child Nutrition Services  
Date May 24, 2016  
Re: **Selection of Vendors for Child Nutrition Services, 2016-2017 School Year**

**Oxnard School District Child Nutrition Department is making recommendations for vendor selections for the 2016-2017 school year. The selected vendors have a history of providing a high quality of products and service to the district.**

### **Grocery and Dry Goods**

The recommended vendor is Jordano's Food Service Inc. for grocery and dry goods. Jordano's was selected through competitive bid conducted by the Oxnard School District for grocery and dry goods distribution in May of 2014. The agreement can be rolled over for the 2016-2017 school year.

### **Frozen Foods**

The recommended vendor is Gold Star Foods-Frozen Foods. Gold Star was selected through competitive bid conducted by the ABC school district in 2016 and the bid is being piggybacked by the Oxnard School District for the 2016-2017 School Year.

### **Paper and Plastics Products**

The recommended vendor is P and R Paper Supply. P and R Paper Supply was selected through a competitive bid conducted by the Oxnard School District in 2016 as the paper and plastics distributor for the 2016-2017 school year.

**Milk and Dairy Products**

The recommended vendor for dairy products is Driftwood Dairy. Driftwood Dairy was selected through competitive bid conducted by the Oxnard School District in 2016 as the milk and dairy distributor for the 2016-2017 school year.

**Produce**

The recommended vendor is the Berry Man Inc. Produce company. The Oxnard School District is piggybacking on the Ventura Unified School District Produce Bid which was conducted in May of 2016.

**Bread and Bakery Goods**

The recommended vendor is Puritan Bakery. The Oxnard School District is piggybacking on the Ventura Unified School District Bread and Bakery Products Bid which was conducted in May of 2016.



## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **RESOLUTION #16-01 TO AUTHORIZE APPROPRIATION TRANSFERS FOR 2015-2016 (Cline/Penanhoat)**

---

The administration is requesting Board Approval of Resolution #16-01, authorizing the Deputy Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary for the 2015-2016 fiscal year.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #16-01 to authorize appropriation transfers for the 2015-16 fiscal year, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #16-01 (1 page)

**OXNARD SCHOOL DISTRICT**

**RESOLUTION #16-01  
TO AUTHORIZE APPROPRIATION TRANSFERS**

WHEREAS, the Oxnard School District has need to make appropriation transfers at year end to permit the payment of obligations of the district incurred during the school year; and

WHEREAS, the district may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification;

BE IT THEREFORE RESOLVED that the Oxnard School District authorizes the Deputy Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary to permit payment of obligations of the District incurred during the 2015-16 fiscal year.

Adopted this 22<sup>nd</sup> day of June, 2016.

Ayes:

Noes:

Absent:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 22, 2016.

---

President, Board of Trustees  
Oxnard School District

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **RESOLUTION #16-02 FOR AUTHORIZATION TO MAKE TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR 2016-2017 (Cline/Penanhoat)**

The Administration is requesting Board approval of Resolution #16-02, allowing for temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2016-2017 fiscal year.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #16-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #16-02 (1 page)

**OXNARD SCHOOL DISTRICT  
RESOLUTION #16-02  
TO AUTHORIZE TEMPORARY TRANSFER  
OF FUNDS FISCAL YEAR 2016-2017**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of the fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

**WHEREAS**, when there are insufficient funds to meet district obligations in the fund, and

**WHEREAS**, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

**WHEREAS**, repayment of the temporary loan will be made from income received, and

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2016-2017 fiscal year.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of June, 2016 by the Board of Trustees of the Oxnard School District of Ventura County, California, by the following vote:

Ayes:

Noes:

Absent:

---

President, Board of Trustees  
Oxnard School District

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **RESOLUTION #16-03: AUTHORIZATION FOR EXPENDITURE TRANSFERS FOR 2016-2017 (Cline/Penanhoat)**

---

The Administration is requesting Board approval of Resolution #16-03 authorizing the Superintendent to make such expenditure transfers as may be necessary to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2016-2017 fiscal year.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #16-03 authorizing expenditure transfers for the 2016-17 fiscal year, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #16-03 (1 page)

**OXNARD SCHOOL DISTRICT**

**RESOLUTION #16-03  
AUTHORIZATION FOR EXPENDITURE TRANSFERS**

WHEREAS, The School Business and Advisory Services of the Ventura County Office of Education requires minutes orders of the Board accompany the notice of expenditure transfers, and

WHEREAS, a blanket authorization would satisfy this requirement;

BE IT THEREFORE RESOLVED that the Oxnard School District Board of Trustees hereby authorize the Superintendent to make such expenditure transfers as may be necessary for the 2016-2017 fiscal year, to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2016-2017 fiscal year.

ADOPTED THIS 22<sup>nd</sup> day of June, 2016.

AYES:

NOES:

ABSENT:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 22, 2016.

---

President, Board of Trustees  
Oxnard School District

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Lisa Cline

**Date of Meeting:** 6/22/2016

**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 #15-07(Cline/Franz)**

---

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 4/22/2016 through 6/09/2016 for the 2015-2016 school year, in the amount of \$37,040,885.49.
2. A listing of Purchase orders issued 4/22/2016 through 6/09/2016 for the 2016-2017 school year, in the amount of \$1,390,247.26.
3. A listing of Draft Payments issued 4/22/2016 through 6/09/2016 in the amount of \$3,855.97, Draft Check # D7499-D7525, for the 2015-2016 school year

**RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #15-07 as submitted.

**ADDITIONAL MATERIAL(S):**

**Attached:** Purchase Order/Draft Payment Report #15-07 (32 Pages)

## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
CNP16-00151	Pioneer Chemical Co	CNS	stores	191.70
P16-04626	Amazon Com	FREMONT	COMP SUPPLIES/SOFTWARE	776.66
P16-04630	Amazon Com	KAMALA	Materials & Supplies-Instructional	28.06
P16-04631	Amazon Com	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	29.16
P16-04649	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	302.21
P16-04652	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	379.58
P16-04664	GOBULK.COM	HAYDOCK	MATL/SUPPL	170.51
P16-04734	Petroleum Telcom Inc DBA Telecom	MCAULIFFE	Repair-Instructional	339.27
P16-04735	Petroleum Telcom Inc DBA Telecom	RITCHEN	MATL/SUP-Admin	75.60
P16-04736	Rochester 100, Inc	RITCHEN	Materials and Supplies-Instructional	425.00
P16-04737	Oriental Trading Co Inc	RITCHEN	MATL/SUP-Instructional	29.15
P16-04738	Ventura Co Star	BUSINESS	LEGAL	179.90
P16-04739	Dell Direct Sales Lp	PURCHASING	EQUIP	937.72
P16-04742	Superior Sanitary Supplies	LEMONWOOD	Materials/Supplies- (CUSTODIAL)	37.32
P16-04743	Destin Thomas Communications I	BREKKE	MATL/SUP- Instructional	638.28
P16-04749	Spicers Paper Inc	WAREHOUSE	Stores Supplies	774.30
P16-04751	Uline	MARSHALL	MATL/SUP - Instruction	553.75
P16-04753	School Counselor Resources	ELM	MATL- Instructional	149.85
P16-04754	Walmart	ELM	MATL - Instructional	150.00
P16-04755	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	131.50
P16-04756	Scholastic Inc	ELM	MATL - Instructional	27.89
P16-04757	Lakeshore Learning Materials-V	ELM	MATL - Instructional	150.00
P16-04758	Oriental Trading Co Inc	ED SERVICES	MATL/SUP	113.10
P16-04761	Batteries Plus	WAREHOUSE	Stores Supplies	209.95
P16-04762	Calif Dept Of Educ	SUPERINTENDEN	CONF	320.00
P16-04763	Amazon Com	ED SERVICES	MATL/SUP	136.91
P16-04764	Acorn Paper Products Co	PURCHASING	STORES	745.69
P16-04767	Embassy Suites Irvine	ED SERVICES	TRAVEL/CONF	474.30
P16-04768	Bartell Hotels Holiday Inn Bay side	SORIA	CONF (Admin/social work)	144.12
P16-04769	Hilton Anaheim	CNS	CONF	316.32
P16-04774	Amazon Com	CURREN	matl/sup - instructional	99.10
P16-04775	Amazon Com	LEMONWOOD	MAT/SUPP (Instructional)	100.01
P16-04776	Amazon Com	KAMALA	Materials & Supplies-Office	172.92
P16-04778	Amazon Com	SIERRA LINDA	matl/sup - instructional	201.15
P16-04783	Ventura Co Office Of Education	RITCHEN	CONF-Instructional	90.00
P16-04784	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - INSTRU	79.92
P16-04785	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instruction	194.89
P16-04787	Imagine This Enterprises Jaguar Educational	FREMONT	MAT/SUP INSTRUCTION	286.82
P16-04788	Office Depot Bus Ser Div	PURCHASING	STORES	883.35
P16-04789	FOLKMANIS INC	LEMONWOOD	MAT/SUPP (INSTRUCTIONAL)	121.45
P16-04790	World Book	HAYDOCK	MATL/SUPPL	971.47
P16-04791	Office Depot Bus Ser Div	RAMONA	Mat/Sup - Instruction	496.78
P16-04792	Teachers Discovery	CURREN	matl/sup - instructional	151.00
P16-04793	Teachers Discovery	CURREN	matl/sup - instructional	152.19
P16-04795	Office Depot Bus Ser Div	RAMONA	Mat/Sup -Instruction	416.86
P16-04796	Pesi, Inc	RAMONA	MAT/SUP - Instruction	59.99

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04798	Really Good Stuff	SIERRA LINDA	mat/sup - instruction	361.63
P16-04800	Office Depot Bus Ser Div	SIERRA LINDA	mat/sup - instructional	251.32
P16-04801	Corwin Press Inc	HAYDOCK	MATL/SUPPL INSTRUCTIONAL	485.19
P16-04803	SOS Survival Products	SIERRA LINDA	mat/sup - instructional	280.93
P16-04805	Lowe's	SIERRA LINDA	mat/sup - instructional	340.35
P16-04806	Costco Wholesale	SIERRA LINDA	mat/sup - Instructional	150.00
P16-04807	FOOTWORKS YOUTH BALLET INC	CURREN	serv-instructional	110.00
P16-04809	Oriental Trading Co Inc	MARSHALL	MATL/SUP - Instruction	434.94
P16-04810	Academic Therapy Pub, Inc High Noon Books Arena Press	SIERRA LINDA	mat/sup - instructional	139.02
P16-04811	Curriculum Associates Inc	SIERRA LINDA	mat/sup - instructional	181.26
P16-04812	SOCIAL STUDIES SCHOOL SERV INT ERACT	CURREN	mat/sup - instructional	571.96
P16-04813	Aswell Trophy And Engraving	RAMONA	Mat/Sup - Instruction	381.46
P16-04815	Imagination Playground, LLC	RAMONA	MAT/SUP - INSTRUC	258.98
P16-04816	Decker Equipment	RAMONA	Mat/Sup - ADMIN	485.98
P16-04817	Jones School Supply Co Inc	CURREN	mat/sup - instructional	173.25
P16-04820	Oriental Trading Co Inc	HARRINGTON	mterials & supplies - instruction	93.31
P16-04821	S & S WORLDWIDE, INC	RAMONA	Mat/Sup -Instruction	259.10
P16-04823	Jones School Supply Co Inc	SIERRA LINDA	mat/sup - instructional	47.75
P16-04824	Varidesk, LLC	SIERRA LINDA	mat/sup - instructional	480.60
P16-04825	Lakeshore Learning Materials-V	SIERRA LINDA	mat/sup - Instructional	50.00
P16-04826	Superior Sanitary Supplies	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	79.96
P16-04827	School Health Corporation	MARINA	MATL/SUPL-Instructional	342.17
P16-04829	Plaza14 North American Cinem	DRIFFILL	SERV-instructional	984.00
P16-04830	Plaza14 North American Cinem	DRIFFILL	SERV-instructional	592.00
P16-04831	Amazon Com	Special Ed	MATL/SUP	11.33
P16-04832	Amazon Com	RAMONA	Mat/Sup - Instruction	645.57
P16-04833	Amazon Com	ROSE	COMPUTER EQUIPMENT - INSTRUCTION	280.79
P16-04834	Petroleum Telcom Inc DBA Telecom	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	288.90
P16-04837	Petroleum Telcom Inc DBA Telecom	MARINA	MATL/SUPL-Instructional	78.65
P16-04838	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (4-21-16)	135.00
P16-04839	Ventura Co Office Of Education	RAMONA	CONF - Admin (Marin)	30.00
P16-04840	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONF (INstructional)	135.00
P16-04841	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (5-26-16)	135.00
P16-04842	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ED SERVICES	CONF	80.00
P16-04843	Underwood Family Farms	CURREN	serv - instructional	668.00
P16-04845	CDW G	MARINA	COMP/SUPL-ADMIN	281.01
P16-04846	CDW G	SIERRA LINDA	mat/sup - instructional	281.01
P16-04848	CDW G	RAMONA	Mat/Sup - Admin	281.01
P16-04856	Douglas Needham dba/Ventura Laminating	GRAPHICS	Materials and Supplies	54.00
P16-04863	Gladstein, Neandross & Assoc	TRANSPORTATIO	CONFERENCE	525.00
P16-04868	Embassy Suites Irvine	ED SERVICES	CONF	430.18
P16-04870	Ceramics And Crafts Warehouse	WAREHOUSE	Stores Supplies	280.79

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04874	AMAE	SORIA	SERV (Instructional)	150.00
P16-04875	Night Hawks Custom Screen	SORIA	MATL/SUP (Instructional)	496.80
P16-04877	Baudville Inc	MARSHALL	MATL/SUP - Instruction	365.35
P16-04878	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	161.68
P16-04879	Schoolmart	FREMONT	MAT/SUP INSTRUCTION	690.19
P16-04880	Office Depot Bus Ser Div	TRANSPORTATIO	supplies	41.73
P16-04881	Grainger Inc	ED SERVICES	MATL/SUP	304.56
P16-04882	Tundra Specialties	CNS	supplies	420.57
P16-04883	David Martinez-Cardona Xtasis Designs	ED SERVICES	MATLS/SUPPL	595.35
P16-04886	Epic Sports, Inc	RITCHEN	MATL/SUP-Instructional	108.74
P16-04887	Nasco Modesto	BREKKE	MATL/SUP - Instructional	499.19
P16-04889	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	DRIFFILL	SERV-instructional	600.00
P16-04890	Safe Schools Conference	RISK MGMT	Conference	299.00
P16-04891	Anthem Sports, LLC	RITCHEN	MATL/SUP-Instructional	276.57
P16-04892	Orange Co Dept Of Education	ED SERVICES	CONF	875.00
P16-04896	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	894.48
P16-04897	Crazy Aaron Enterprises	LEMONWOOD	MAT/SUPP (Instructional)	53.86
P16-04901	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	6.79
P16-04902	Home Depot Inc	FRANK	Mat/Sup - Office	333.72
P16-04903	California Science Center	DRIFFILL	SERV-instructional	650.00
P16-04904	Amazon Com	MCKINNA	mat/sup-instructional	268.16
P16-04906	Brown Industries, Inc	HARRINGTON	materials & supplies - instruction	166.86
P16-04907	Lectorum Publications Inc	SORIA	BKS (Instructional)	489.65
P16-04910	Amazon Com	MARSHALL	MATL/SUP - Instruction	276.65
P16-04911	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	47.20
P16-04912	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	250.00
P16-04913	Amazon Com	ED SERVICES	SUP	65.83
P16-04914	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	622.57
P16-04915	AMAE	MCAULIFFE	SERV-Instructional	100.00
P16-04916	Ellison Educational Equip	FRANK	Mat/Sup - Instructional	33.49
P16-04917	Bright Casa Sirena LLC Hampton Inn Channel Islands	SUPERINTENDEN	CONF	392.67
P16-04918	NETWORK CRAZE TECHNOLOGIES INC	PURCHASING	ELM/FRE	270.00
P16-04921	NETWORK CRAZE TECHNOLOGIES INC	PURCHASING	MATL/SUPL (DRI- RM.224)	135.00
P16-04922	Southwest School & Office Sup	PURCHASING	STORES	104.63
P16-04924	Bright Casa Sirena LLC Hampton Inn Channel Islands	SUPERINTENDEN	CONF	650.00
P16-04925	Calif Dept Of Educ Cashier's Office	SORIA	CONF (Instructional/Admin/ORC)	320.00
P16-04931	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	268.90
P16-04932	CDW G	IT	MATL/SUP (Ricky)	167.16
P16-04933	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	204.17
P16-04934	Ventura Co Office Of Education	DRIFFILL	CONF-instructional	135.00
P16-04935	Lakeshore Learning Materials-V	CURREN	mat/sup -instructional	213.92
P16-04936	Dunn Edwards	WAREHOUSE	Stores Supplies	343.18
P16-04939	Stumps, Shindigz, Spiritline	DRIFFILL	MATL/SUPP-instructional	596.36
P16-04940	Scholastic Inc	MARSHALL	BKS - Instruction	101.57

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04941	Scholastic Inc	SIERRA LINDA	matl/sup - instruction	151.88
P16-04943	Walmart	CURREN	matl/sup - instructional	36.66
P16-04944	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	BKS-instructional	996.22
P16-04945	Amazon Com	RITCHEN	MATL/SUP-Instructional	706.91
P16-04946	McCarty And Sons Towing	TRANSPORTATIO	REPAIR	250.00
P16-04947	Hilton Garden Inn Oxnard	ED SERVICES	CONF	780.00
P16-04948	Bartell Hotels Holiday Inn Bay side	CHAVEZ	TRAVEL AND CONFERENCE-ADMINISTRATION	156.50
P16-04949	Rotary Club Of Oxnard	SUPERINTENDEN	DUES/MEM	316.00
P16-04950	Read Naturally, Inc	DRIFFILL	MATL/SUPP-instructional	851.40
P16-04953	Apple Computer Inc	DRIFFILL	MATL/SUPP-instructional	616.68
P16-04954	FOOTWORKS YOUTH BALLE	CURREN	serv- instructional	119.00
P16-04958	Perma Bound Books	FRANK	Books -Instructional	315.90
P16-04959	B & H Foto & Electronics Corp	FRANK	Matl/Sup - Instructional	394.46
P16-04960	Boomerang Project	FRANK	Matl/Sup - Instructional	330.40
P16-04965	Aswell Trophy And Engraving	DRIFFILL	MATL/SUPP-instructional	581.63
P16-04968	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	conference	705.00
P16-04970	Gopher Sport	RITCHEN	MATL/SUP-Instructional	744.69
P16-04973	NETWORK CRAZE TECHNOLOGIES INC	PURCHASING	MATL/SUPL (FRE-MADRID RM.402)	167.14
P16-04977	Costco Wholesale	MCKINNA	matl/sup	200.00
P16-04979	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	162.00
P16-04981	Jostens, Inc	KAMALA	Materials & Supplies-Instructional	745.20
P16-04982	Staples Direct	FRANK	Matl/Sup - Instructional	322.47
P16-04984	MOBY MAX	SIERRA LINDA	serv - instructional	99.00
P16-04986	Petroleum Telcom Inc DBA Telecom	MARINA	MATL/SUPL-Instructional	113.40
P16-04987	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	140.34
P16-04988	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-04989	Oriental Trading Co Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	270.26
P16-04991	Coast To Coast Computer Prod	FRANK	Matl/Sup - Instructional	280.78
P16-04992	Aswell Trophy And Engraving	MARSHALL	MATL/SUP - Instruction	121.99
P16-04993	MONOPRICE INC	FRANK	Matl/Sup - Instructional	316.67
P16-04995	School Tech Supply	IT	MATL/SUP	327.52
P16-04999	AVM Partners, LLC Luners Production Services	DRIFFILL	SERV-instructional	80.63
P16-05003	School Health Corporation	WAREHOUSE	Stores Supplies	460.08
P16-05008	CALIFORNIA SPORT DESIGN	FREMONT	MAT/SUP INSTRUCTION	715.39
P16-05009	Drapery Affair The Floor Store	HAYDOCK	PROFESSIONAL SERVICES/MATL-SUPPL	892.00
P16-05010	Delaney Educational Inc	CURREN	bks - instructional	448.20
P16-05011	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	211.73
P16-05012	Positive Promotions	SIERRA LINDA	matl/sup - instructional	24.70
P16-05014	Scholastic Inc	HAYDOCK	MATL/SUPP - INSTRUCTIONAL	74.84
P16-05015	School Nurse Supply Co	RAMONA	Mat/Sup - Instruction	409.32
P16-05016	Office Depot Bus Ser Div	RAMONA	Mat/Sup - INSTRUCTION	456.83
P16-05017	Gym Closet	KAMALA	Materials & Supplies-Instructional	304.55
P16-05018	Avid Center	LEMONWOOD	TRAVEL/CONFERENCE (ADMIN)	725.00

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05019	Ventura Co Office Of Education	HR	Conf-	20.00
P16-05020	Lowe's	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	247.32
P16-05021	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	121.98
P16-05024	Brainy Toys, Inc MindWare	MCAULIFFE	MAT'L/SUPL-Instructional	63.94
P16-05026	Educlime	MARSHALL	MATL/SUP - Instruction	147.80
P16-05027	Carolina Biological Supply	KAMALA	Materials & Supplirs-Instructional	355.46
P16-05028	Bookpal, LLC	FREMONT	BOOKS INSTRUCTIONAL	551.67
P16-05030	Blick Art Materials	ED SERVICES	MATL/SUP (FREMONT)	694.71
P16-05033	JERRY'S ARTARAMA NC, INC	ED SERVICES	MATL/SUP (HAYDOCK)	271.77
P16-05035	School Outfitters	IT	MATL/SUP	553.54
P16-05037	UPS - FREIGHT	SIERRA LINDA	postage - instructional	330.93
P16-05043	The Library Store Inc	CURREN	mat/sup - instructional	54.92
P16-05045	Lakeshore Learning Materials-V	SIERRA LINDA	mat/sup - Instructional	200.00
P16-05046	Lakeshore Learning Materials-V	SIERRA LINDA	mat/sup - instructional	200.00
P16-05047	Lakeshore Learning Materials-V	SIERRA LINDA	mat/sup - instructional	491.45
P16-05050	School Tech Supply	MCAULIFFE	COMP SUPP-Instructional	766.26
P16-05052	Lakeshore Learning Materials-V	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	79.98
P16-05054	School Health Corporation	RAMONA	Mat/Sup - INSTRUCTION	485.11
P16-05055	Lakeshore Learning Materials-V	BREKKE	MATL/SUP - Instructional	153.87
P16-05058	Aswell Trophy And Engraving	HR	Supp	8.64
P16-05060	Imagestuff Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	687.67
P16-05066	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	316.71
P16-05067	Amazon Com	CURREN	bks- instructional	340.09
P16-05068	Amazon Com	CURREN	bks - instructional	356.28
P16-05069	Amazon Com	CURREN	mat/sup - instructional	267.78
P16-05070	Perma Bound Books	MARSHALL	BKS - Instruction	696.48
P16-05071	Amazon Com	CURREN	bks- instructional	258.89
P16-05072	Amazon Com	ASES	MAT/SUPL	438.46
P16-05073	Amazon Com	CURREN	bks- instructional	534.50
P16-05075	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	216.25
P16-05077	Amazon Com	RAMONA	Mat/Sup - INSTRUCTION	770.35
P16-05078	Amazon Com	Special Ed	MATL/SUP	86.25
P16-05079	Amazon Com	MCAULIFFE	MAT'L/SUPL-Instructional	85.73
P16-05080	Amazon Com	FRANK	Mat/Sup - Instructional	690.00
P16-05081	Amazon Com	MARSHALL	MATL/SUP - Instruction	192.07
P16-05083	Amazon Com	HR	Supplies	107.68
P16-05084	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	356.17
P16-05085	CDW G	FACILITIES	Materias and Supplies	157.83
P16-05087	Amazon Com	IT	MATL/SUP	129.57
P16-05088	Amazon Com	Special Ed	MATL/SUP	618.84
P16-05089	Oriental Trading Co Inc	Special Ed	MATL/SUP	115.52
P16-05090	CASBO VTA/SB SUBSECTION	Special Ed	CONF	150.00
P16-05091	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	865.06
P16-05092	CDW G	IT	MATL/SUP	152.41
P16-05093	Ventura Co Office Of Education	Special Ed	CONF	120.00
P16-05094	VCOE - 0950	Special Ed	CONF	50.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-05095	Amazon Com	SIERRA LINDA	matl/sup - instructional	274.75
P16-05098	Apple Computer Inc	KAMALA	SERV-Instructional	582.03
P16-05099	Santa Barbara Zoo	MARINA	Service-Instructional	589.50
P16-05100	Dell Direct Sales Lp	SIERRA LINDA	matl/sup - instructional	282.27
P16-05101	Santa Barbara Zoo	MARSHALL	SERV - Instruction	208.00
P16-05102	Dell Direct Sales Lp	IT	MATL/SUP	217.24
P16-05103	Rochester 100, Inc	KAMALA	Maaterials & Supplies-Instructional	364.50
P16-05105	Rochester 100, Inc	ELM	MATL - Instructional	581.74
P16-05107	Party City	DRIFFILL	MATL//SUPP-instructional	429.51
P16-05108	Office Depot Bus Ser Div	Special Ed	MATL/SUP	75.00
P16-05109	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	97.19
P16-05110	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	33.99
P16-05111	Amazon Com	CURREN	matl/sup - instructional	366.51
P16-05112	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	77.65
P16-05113	Amazon Com	IT	MATL/SUP	103.65
P16-05114	Amazon Com	KAMALA	Materials & Supplies-Instructional	496.89
P16-05115	Amazon Com	BREKKE	MATL/SUP- Spec Ed	600.40
P16-05116	Amazon Com	ELM	MATL - School Office	161.97
P16-05117	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	157.57
P16-05118	Amazon Com	LEMONWOOD	MAT/SUPP (INSTRUCTIONAL)	236.23
P16-05119	Amazon Com	RAMONA	Mat/Sup - Instruction	88.71
P16-05120	Amazon Com	KAMALA	Materials & Supplies-Instructional	232.24
P16-05121	Amazon Com	MCAULIFFE	MAT'L/SUPL-Instructional	133.84
P16-05123	Amazon Com	ASES	MAT/SUPL	42.12
P16-05124	Walmart	RAMONA	MAT/SUP - INSTRUCTION	226.80
P16-05126	Aswell Trophy And Engraving	PERSONNEL	Matl	300.00
P16-05127	Bernardos Flower Shop	PERSONNEL	matl/sup	108.00
P16-05128	Sams Club 6455	PERSONNEL	matl/sup	106.73
P16-05129	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P16-05130	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05131	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/sup - instructional	200.00
P16-05132	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	100.00
P16-05133	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	100.00
P16-05134	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05135	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05136	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05137	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05138	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05139	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	150.00
P16-05140	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instruction	200.00
P16-05141	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05142	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	225.00
P16-05143	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	200.00
P16-05144	Ventura Co Office Of Education	CURREN	conf - instructional	45.00
P16-05148	Ventura Co Office Of Education	ELM	Conf - Instructional	50.00
P16-05149	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL-Instructional	879.63
P16-05150	Santa Barbara Zoo	SORIA	SERV (Instructional)	466.56
P16-05157	Scholastic Inc	SIERRA LINDA	matl/sup - instructional (TBE 2nd grade - 2)	642.99

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-05159	Santa Barbara Zoo	MARSHALL	SERV - Instruction	114.00
P16-05160	Scholastic Inc	SIERRA LINDA	matl/sup - Instructional (Kindergarten TBE 2	765.16
P16-05165	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	594.72
P16-05170	Walmart	SIERRA LINDA	matl/sup - instructional	178.16
P16-05171	Dell Direct Sales Lp	RAMONA	MAT/SUP - Instruction	620.49
P16-05172	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-05173	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-05174	Walmart	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	155.21
P16-05175	Marie Callender's	RAMONA	Mat/Sup - Instruction	388.80
P16-05177	Scholastic Inc	CURREN	matl/sup - instructional	230.67
P16-05178	El Pollo Norteno Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	288.00
P16-05180	Houghton Mifflin Harcourt	CURREN	matl/sup - instructional	981.61
P16-05181	Santa Barbara Botanic Garden	CURREN	SERV - instructional	75.00
P16-05183	Sehi Computer Products Inc	FREMONT	EQUIPMENT - Instruction	545.40
P16-05184	BETWEEN YOUR EARS ENTERTAINMENT	RITCHEN	SERV-instructional	545.00
P16-05187	Constructive Playthings	CURREN	matl/sup - instructional	542.02
P16-05189	ADVANCED CLASSROOM TECHNOLOGIE S, INC	CURREN	matl/sup - instructional	572.28
P16-05191	Raymond Geddes And Co Inc	CURREN	matl/sup - instructional	947.12
P16-05194	Ventura Co Office Of Education	HR	Conf	80.00
P16-05196	Amazon Com	FRANK	Mat/Sup - Office	34.68
P16-05197	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - INTRUCTION	15.00
P16-05199	Batteries Plus	WAREHOUSE	Stores Supplies	440.64
P16-05200	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	Pupil Srvs	CONF	80.00
P16-05201	Demco Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	194.59
P16-05202	Super Duper Inc	Special Ed	MATL/SUP	210.00
P16-05203	Super Duper Inc	Special Ed	MATL/SUP	155.25
P16-05204	Demco Inc	SIERRA LINDA	matl/sup - instructional	385.62
P16-05205	Dell Direct Sales Lp	Pupil Srvs	MATL/SUP	168.47
P16-05207	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	314.93
P16-05208	Office Depot Bus Ser Div	MARSHALL	MATL/SUP - Instruction	215.99
P16-05209	Sams Club 6455	ROSE	MATERIALS & SUPPLIES & INSTRUCTIONAL	49.36
P16-05212	Office Depot Bus Ser Div	CURREN	mat/sup- instructional	994.19
P16-05213	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	215.40
P16-05214	Lowe's	ELM	MATL - School Office	135.99
P16-05216	KAPCO	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	898.30
P16-05217	Toys R Us Inc	Special Ed	MATL/SUP	50.00
P16-05218	Triumph Learning Llc	KAMALA	Materials & Supplies-Instructional	350.78
P16-05219	Office Depot Bus Ser Div	MCAULIFFE	MAT'L/SUPL-Instructional	603.68
P16-05220	Home Depot Inc	CURREN	matl/sup - instructional	246.07
P16-05222	KAPCO	FREMONT	MAT/SUP INSTRUCTION	303.19
P16-05224	Par Inc	Special Ed	MATL/SUP	278.48

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05225	MHS Inc	Special Ed	MATL/SUP	373.25
P16-05226	Blick Art Materials	RITCHEN	MATL/SUP-Instructional	89.00
P16-05227	SCHOOL'S IN, LLC	RITCHEN	MATL/SUP-Instructional	497.86
P16-05228	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	431.89
P16-05230	Positive Promotions	ELM	MATL/SUPP-instruction	213.60
P16-05231	Toys R Us Inc	MARINA	MATL/SUPL-Instructional	100.00
P16-05232	Discount School Supply	RITCHEN	MATL/SUP-Instructional	525.65
P16-05233	Flinn Scientific Inc	DRIFFILL	MATL/SUPP-instructional	99.19
P16-05234	Toy Depot Inc	ELM	MATL-INSTRUCTIONAL	329.05
P16-05236	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	15.00
P16-05237	Videotape Products Inc	IT	MATL/SUP (OPIE)	429.84
P16-05238	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-05239	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-05240	Schoolmasters Safety	ELM	MATL - School Office	425.25
P16-05241	ALL THE WRITE NEWS DBA THE SMA RTY CATALOG	KAMALA	Materials & Supplies-Instructional	146.88
P16-05242	Barnes And Noble	IT	MATL/SUP	60.20
P16-05243	Curriculum Associates Inc	BREKKE	MATL/SUP - SPEC ED	324.17
P16-05244	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	949.21
P16-05245	Read Naturally, Inc	KAMALA	Materials & Supplies-Instructional	417.96
P16-05247	DELTA EDUCATION	BREKKE	MATL/SUPP - Instruction	22.32
P16-05248	Classroom Direct.Com LLC	RITCHEN	MATL/SUP-Instructional	125.71
P16-05250	Jones School Supply Co Inc	HARRINGTON	materials & supplies - instruction	59.30
P16-05251	Oriental Trading Co Inc	MCAULIFFE	MATL/SUPL-Instructional	162.46
P16-05252	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	100.00
P16-05253	Ansmar Publishers Inc	MCKINNA	mat/sup-instructional	348.84
P16-05254	Aswell Trophy And Engraving	LEMONWOOD	MAT/SUPP- Instructional	540.00
P16-05255	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	881.26
P16-05256	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	425.84
P16-05258	Epic Sports, Inc	FREMONT	MAT/ SUPP - INSTRUCTIONAL	343.87
P16-05259	B & H Foto & Electronics Corp	IT	MATL/SUP (OPIE)	948.19
P16-05260	Endless Choices	MCKINNA	mat/sup-instruction	162.00
P16-05261	Spicers Paper Inc	WAREHOUSE	Stores Supplies	781.91
P16-05266	Amazon Com	FREMONT	MAT/SUPP	250.67
P16-05268	Calif Reading Assn	ELM	MEMB - Instructional	40.00
P16-05273	Latino Coalition	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	241.88
P16-05276	Rochester 100, Inc	HARRINGTON	materials & supplies - instruction	250.00
P16-05277	Demco Inc	FREMONT	MAT/SUP INSTRUCTION	344.68
P16-05278	Rochester 100, Inc	HARRINGTON	Materials & supplies - instruction	317.25
P16-05281	West Music Company Inc	HARRINGTON	materials & supplies - instruction	387.83
P16-05283	US School Supply Inc	HARRINGTON	mat/supplies -instructional	206.33
P16-05284	Jones School Supply Co Inc	BREKKE	MATL/SUP - Instructional	382.34
P16-05286	Uline	RITCHEN	MATL/SUP-Instructional	253.07
P16-05287	Uline	WAREHOUSE	Stores Supplies	609.82
P16-05288	National Notary Association	ED SERVICES	CONF	550.00
P16-05289	Blick Art Materials	FREMONT	MAT/SUP INSTRUCTION	285.49
P16-05290	Scholastic Inc	HAYDOCK	MATL/SUPL-INSTRUCTIONAL	168.11

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05292	ALL THE WRITE NEWS DBA THE SMA RTY CATALOG	KAMALA	Materials & Supplies-Instructional	289.98
P16-05294	Bad Wolf Press	CHAVEZ	Service-INSTRUCTIONAL	43.15
P16-05295	NSX Technologies, Inc Anywhere Cart	IT	COMPUTER MATL/SUP	47.52
P16-05296	Aswell Trophy And Engraving	LEMONWOOD	MAT/SUPP (Instructional)	128.30
P16-05297	Bound to Stay Bound Books Inc	MCAULIFFE	BKS-Instructional	761.26
P16-05298	InfoComm International	IT	SERV (Ricky)	150.00
P16-05299	Aswell Trophy And Engraving	MARSHALL	MATL/SUP - Instruction	144.34
P16-05300	FOOTWORKS YOUTH BALLE T INC	RITCHEN	SERV-INSTRUCTIONAL	108.00
P16-05301	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	491.40
P16-05302	Magnatag Visible Systems	DRIFFILL	EQUIP-instructional	700.92
P16-05303	Woodburn Press	RITCHEN	MATL/SUP-Instructional	351.64
P16-05306	WESTERN FOUNDATION OF VERTEBRA TE ZOOLOGY	LEMONWOOD	Services (Instructional)	780.00
P16-05307	Baudville Inc	SORIA	MATL/SUP Instructional	712.53
P16-05308	Discount School Supply	MCAULIFFE	MATL/SUPL-Instructional	458.10
P16-05310	EZ DOUGH, LLC	MARSHALL	MATL/SUP - Instruction	236.00
P16-05311	Joyus Productions	RITCHEN	MATL/SUP-Instructional	184.58
P16-05312	Calif Dept Of Educ	BUSINESS	SERV	350.00
P16-05313	Sams Club 6455	WAREHOUSE	Stores Supplies	278.32
P16-05316	Sams Club 6455	FRANK	Matl/Sup - Instructional	892.24
P16-05337	Amazon Com	MARSHALL	MATL/SUP - Instruction	32.58
P16-05338	Amazon Com	MARSHALL	MATL/SUP - Instruction	169.70
P16-05339	Amazon Com	MARSHALL	MATL/SUP - Instruction	14.79
P16-05340	Amazon Com	MARSHALL	MATL/SUP - Instruction	160.36
P16-05341	Amazon Com	MARSHALL	MATL/SUP - Instruction	226.74
P16-05343	CDW G	IT	MATL/SUP	281.01
P16-05345	CDW G	IT	MATL/SUP	92.33
P16-05346	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	572.16
P16-05347	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	151.18
P16-05351	School Tech Supply	FACILITIES	Materials and Supplies	214.12
P16-05354	Ventura Co Office Of Education	MARSHALL	CONF - Instruction	75.00
P16-05366	DELTA EDUCATION	RITCHEN	MATL/SUP-INSTRUCTIONAL	800.28
P16-05370	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	917.95
P16-05373	Ventura Co Office Of Education	MARINA	SERV	122.84
P16-05379	Office Depot Bus Ser Div	Special Ed	MATL/SUP	28.06
P16-05380	Petesehria, LLC PizzaMan Dan's	ELM	MATL - Supplies	400.00
P16-05385	Musically Aligned	MARSHALL	MATL/SUP - Instruction	62.33
P16-05404	Gopher Sport	MARSHALL	MATL/SUP - Instruction	497.86
P16-05406	VanderCook College of Music	ED SERVICES	TRAV/CONF (HAYDOCK)	585.00
P16-05407	Maria Waggoner Mark It Place	RITCHEN	MATL/SUP-INSTRUCTIONAL	270.00
P16-05410	Walmart	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	749.91
P16-05413	Best Buy	IT	MATL/SUP	107.95
P16-05415	Santa Barbara Zoo	MCAULIFFE	SERV-Instructional	393.00
P16-05416	Urban Commons Bayshore LLC San Mateo SFO Airport Hotel	RITCHEN	CONF-Instructional	335.34
P16-05417	GNLV, CORP GOLDEN NUGGET LAS VEGAS	ED SERVICES	TRAV/CONF	252.00

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05418	Southwest Airlines	ED SERVICES	TRAV/CONF (HAYDOCK)	105.82
P16-05425	El Pollo Norteno Inc	LEMONWOOD	MAT/SUPP (INSTRUCTIONAL)	111.00
P16-05426	Office Depot Bus Ser Div	Special Ed	MATL/SUP	149.01
P16-05427	California Lutheran University	MCAULIFFE	CONF-Instructional (6/20/16)	160.00
P16-05428	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (5/26)	135.00
P16-05429	Ventura Co Office Of Education	Pupil Srvs	CONF	20.00
P16-05430	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-05431	Walmart	MARINA	MATL/SUPL-Instruction	600.00
P16-05432	Smart And Final Iris Co	ED SERVICES	MATLS/SUPPL	200.00
P16-05433	Blick Art Materials	DRIFFILL	MATL/SUPP-instructional	57.48
P16-05434	Walmart	MCKINNA	Materials & Supplies-Instructional	50.00
P16-05436	Ventura Co Office Of Education	ED SERVICES	CONF (MSAP)	140.00
P16-05437	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	98.12
P16-05438	eSAFETY SUPPLIES INC	RITCHEN	MATL/SUP-Instructional	88.80
P16-05439	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	361.48
P16-05445	Bright Casa Sirena LLC Hampton Inn Channel Islands	SUPERINTENDEN	CONF	350.00
P16-05447	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	297.00
P16-05448	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-instruction	310.82
P16-05449	Dell Direct Sales Lp	PERSONNEL	supplies	225.97
P16-05451	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-05452	Walmart	Pupil Srvs	MATL/SUP	300.00
P16-05453	Natl Assoc School Nurs	Pupil Srvs	DUES	215.00
P16-05454	Sams Club 6455	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	364.10
P16-05455	Grainger Inc	ED SERVICES	MATL/SUP	50.75
P16-05456	Jordanos Inc	CNS	supplies	744.09
P16-05465	US School Supply Inc	ELM	MATL-INSTRUCTIONAL	971.95
P16-05466	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Service	567.00
P16-05469	Time For Kids	MARSHALL	MATL/SUP - Instruction	4.82
P16-05470	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	268.92
P16-05471	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	753.75
P16-05472	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	258.75
P16-05473	Parent Project Inc	MARINA	MATL/SUPL-Parent Participation	720.00
P16-05474	Believe Kids	MARSHALL	MATL/SUP - Instruction	966.00
P16-05475	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	290.50
P16-05476	Lakeshore Learning Materials-V	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	200.00
P16-05477	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	409.32
P16-05479	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	96.75
P16-05482	The Marker Man	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	646.92
P16-05485	Bagsinbulk.com	RITCHEN	MATL/SUP-INSTRUCTIONAL	248.83
P16-05486	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	215.94
P16-05487	RUBBER NECK SIGNS	RAMONA	Mat/Sup - instruction	993.60
P16-05488	Assoc of Two-Way & Dual Lang c/o MWH	ED SERVICES	TRAVEL/CONF	75.00
P16-05492	Petroleum Telcom Inc DBA Telecom	KAMALA	Materials & Supplies-Instruction	481.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-05493	Petroleum Telcom Inc DBA Telecom	MCKINNA	Materials & Supplies-Instructional	378.00
P16-05494	SchoolLabels.com Inc	HARRINGTON	MATL/SUPP-instruction	181.00
P16-05495	School Health Corporation	RITCHEN	MATL/SUP- instruction	97.19
P16-05496	Nasco Modesto	ED SERVICES	MATL/SUP (FREMONT)	757.65
P16-05498	Oriental Trading Co Inc	MCKINNA	Materials & Supplies-Instructional	153.25
P16-05499	UC Regents Billing & Payment Services	RITCHEN	CONF-INSTRUCTIONAL AND ADMIN	300.00
P16-05500	NETWORK CRAZE TECHNOLOGIES INC	PURCHASING	MATLS/SUPL(BRE/FRE/DRI)	469.80
P16-05502	General Binding Corp.	MCAULIFFE	REPAIR-Instructional	925.56
P16-05503	Scholastic Inc	HAYDOCK	PROF/SERV-INSTRUCTIONAL	379.60
P16-05505	Ventura Co Star	CNS	other services	143.92
P16-05506	Island Packers Co	CHAVEZ	PROFESSIONAL/CONSULTING SVCS-INSTRUCTIONAL	215.00
P16-05507	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-ADMINISTRATION	60.00
P16-05509	Discount School Supply	CHAVEZ	MATERIAL AND SUPPLIES-INSTRUCTIONAL	64.78
P16-05511	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	282.95
P16-05513	Jordanos Inc	CNS	supplies	164.15
P16-05516	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	45.36
P16-05517	Varidesk, LLC	BUSINESS	EQUIP/Varidesk	777.60
P16-05518	Amazon Com	PURCHASING	SERV	106.92
P16-05519	Amazon Com	MARSHALL	MATL/SUP - Instruction	856.32
P16-05520	Amazon Com	MARSHALL	MATL/SUP - Instruction	29.15
P16-05521	Hotel Shattuck	RITCHEN	CONF-Instrucional & Admin	649.62
P16-05522	Amazon Com	MCAULIFFE	MAT'L/SUPL-Instructional	75.49
P16-05523	Amazon Com	KAMALA	Materials &Supplies-Instructional	68.35
P16-05524	Uline	Special Ed	MATL/SUP	34.34
P16-05525	Curriculum Associates Inc	Special Ed	MATL/SUP	551.57
P16-05526	Office Depot Bus Ser Div	Special Ed	MATL/SUP	31.85
P16-05527	Walmart	SORIA	MATL/SUP (Instructional)	181.31
P16-05529	Henry Schein	WAREHOUSE	Stores Supplies	167.92
P16-05532	School Health Corporation	WAREHOUSE	Stores Supplies	142.00
P16-05533	School Nurse Supply Co	WAREHOUSE	Stores Supplies	635.04
P16-05534	Ultimate Office Inc	RITCHEN	MATL/SUP-Admin	144.67
P16-05535	Office Depot Bus Ser Div	RITCHEN	MATL/SUP-Instructional	215.99
P16-05536	Oxnard Police Department	Pupil Srvs	CONF	210.00
P16-05537	Walmart	Pupil Srvs	MATL/SUP	200.00
P16-05538	Walmart	Pupil Srvs	MATL/SUP	200.00
P16-05539	Ventura Co Office Of Education	Pupil Srvs	CONF	50.00
P16-05540	Walmart	MCKINNA	Materials & Supplies-Instructional	52.37
P16-05541	Ventura Co Office Of Education	SORIA	CONF (Instructional)	30.00
P16-05542	Smile Makers Inc	MCKINNA	Materials & Supplies-Instructional	84.20
P16-05544	Videotape Products Inc	IT	MATL/SUP (OPIE)	212.76
P16-05546	Costco Wholesale	ED SERVICES	MATL/SUP (FRANK)	269.89
P16-05547	Amazon Com	RAMONA	Mat/Sup - Instruction	174.16
P16-05548	Wolf & Associates, Inc Airwolf 3D	ED SERVICES	MATL/SUP (FREMONT)	162.71

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-05550	Pat-Chem Laboratories	TRANSPORTATIO	SERV	337.50
P16-05552	Dell Direct Sales Lp	IT	Rentals, Lease, Repair (Laptop)	344.52
P16-05553	ACSA	HR	Conf-	295.00
P16-05555	School Tech Supply	DRIFFILL	equip-instructional	715.07
P16-05561	Best Buy	IT	Equip (OPIE)	880.18
P16-05562	Lakeshore Learning Materials-V	RAMONA	Mat/Sup-Instruction	276.38
P16-05563	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction	195.84
P16-05565	Amazon Com	IT	MATL/SUP	570.20
P16-05566	Southwest Airlines	HR	Conf-	205.16
P16-05568	Aswell Trophy And Engraving	ASES	MAT/SUPL	462.24
P16-05569	Aurelio Gonzalez Famous Taco B ar Catering	DRIFFILL	SUPP-instructional	960.00
P16-05570	The Master Teacher, Inc	RITCHEN	mat/sup-Instructional	51.30
P16-05571	Scholastic Inc	RITCHEN	MATL/SUP-instructional	867.30
P16-05572	Lakeshore Learning Materials-V	MCKINNA	mat/sup-instructional	253.00
P16-05573	ADVANCED CLASSROOM TECHNOLOGIE S, INC	ASSESS ACCOUN	MATL	116.92
P16-05574	SOUTH COAST FAMILY FUN CTR INC	CHAVEZ	PROFESSIONAL/CONSULTING SVCS. -INSTRUCTIONAL	650.00
P16-05575	Ventura Co Office Of Education	RITCHEN	Conf-Instructional	90.00
P16-05576	Hilton Anaheim	FREMONT	TRAV/CONF INSTRUCTIONAL	644.10
P16-05577	Avid Center	FREMONT	TRAV/CONF INSTRUCTIONAL	799.00
P16-05578	McCarty And Sons Towing	TRANSPORTATIO	SERVICES	270.00
P16-05579	Amazon Com	RITCHEN	MATL/SUP-Instructional	17.15
P16-05580	UPS - FREIGHT	ED SERVICES	Materials & Supplies	108.00
P16-05581	Walmart	HAYDOCK	MATL-SUPL/INSTRUCTIONAL	437.40
P16-05582	California Lutheran University	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	320.00
P16-05583	Walmart	DRIFFILL	MATL/SUPP-instructional	216.00
P16-05584	Myers Stevens And Toohey And	MCAULIFFE	INS-Instructional	325.50
P16-05585	Plaza14 North American Cinem	CHAVEZ	PROFESSIONAL/CONSULTING SVCS-INSTRUCTIONAL	799.00
P16-05586	Amazon Com	MARSHALL	MATL/SUP - Instruction	53.02
P16-05589	School Tech Supply	DRIFFILL	MATL/SUPP-instructional	172.80
P16-05590	Aswell Trophy And Engraving	HARRINGTON	materials & supplies - instruction	75.60
P16-05591	Lakeshore Learning Materials-V	MCAULIFFE	MAT'L/SUPL-Instructional	568.04
P16-05600	Scholastic Inc	MCKINNA	mat/sup-instructional	63.17
P16-05603	Scholastic Inc	MARSHALL	BKS - Instruction	891.57
P16-05606	WATER WALKERS INC HEALTH-e PRO	CNS	other services	746.25
P16-05608	Los Angeles Zoo	MARSHALL	SERV - Instruction	375.00
P16-05611	The Great Books Foundation	MCKINNA	conf-instructional	475.00
P16-05612	Costco Wholesale	MCAULIFFE	MAT'L/SUPL-Instructional	200.00
P16-05613	Fred Pryor Seminars	MARSHALL	CONF - Instruction	128.00
P16-05614	Discount School Supply	MARSHALL	MATL/SUP - Instruction	370.08
P16-05615	Amazon Com	MARSHALL	MATL/SUP - Instruction	43.15
P16-05616	Learning Resources	MARSHALL	MATL/SUP - Instruction	226.71
P16-05617	Amazon Com	MARSHALL	MATL/SUP - Instruction	707.56
P16-05619	Barnes And Noble	CURREN	bks - instructional	123.65
P16-05620	School Tech Supply	ASES	MAT/ SUPL	527.04

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-05621	Walmart	MCKINNA	Materials & Supplies-Instructional	369.60
P16-05622	Office Depot Bus Ser Div	MCKINNA	mat/sup-instructuional	45.00
P16-05624	Costco Wholesale	CURREN	matl/sup - instructional	351.00
P16-05625	FOOTWORKS YOUTH BALLET INC	CURREN	serv - instructional	31.00
P16-05627	Amazon Com	CURREN	bks - instructional	206.04
P16-05628	Ventura Co Community College D	LEMONWOOD	RENTAL	595.00
P16-05629	Walmart	DRIFFILL	MATL/SUPP-instructional	162.00
P16-05630	Walmart	DRIFFILL	MATL/SUPP-instructional	216.00
P16-05635	Barnes And Noble	SIERRA LINDA	matl/sup - instructional	250.00
P16-05636	School Health Corporation	WAREHOUSE	Stores Supplies	800.82
P16-05639	Bad Wolf Press	MARSHALL	MATL/SUP - Instruction	550.80
P16-05641	Aswell Trophy And Engraving	MARSHALL	MAT/SUPL - Instruction	34.56
P16-05642	Scholastic Inc	MARSHALL	MATL/SUP - Instruction	92.17
P16-05643	Gopher Sport	MARSHALL	MATL/SUP - Instruction	967.79
P16-05646	Vogue Sign Company	DRIFFILL	MATL/SUPP- Instructional	276.48
P16-05647	Ventura Co Business Machines	DRIFFILL	Repairs-instructional	507.06
P16-05651	UNIV OF CALIF SANTA BARBARA RE GENT OF UNIV OF CALIFORNIA	ED SERVICES	MATLS/SUPPL	234.13
P16-05652	AVM Partners, LLC Luners Produ ction Services	DRIFFILL	REPAIR-instructional	270.00
P16-05654	Office Depot Bus Ser Div	NFL	Mat/Sup	275.80
P16-05655	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP	207.84
P16-05656	Lakeshore Learning Materials-V	ED SERVICES	MATL/ SUP	586.31
P16-05657	Lakeshore Learning Materials-V	ED SERVICES	SUP/ MAT	209.39
P16-05659	Lakeshore Learning Materials-V	NFL	Mat/Sup	291.51
P16-05661	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	Bks-instructional	446.86
P16-05662	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	MATL/SUPP- instructional	982.80
P16-05663	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	Bks-instructional	962.51
P16-05665	CASBO VTA/SB SUBSECTION	RAMONA	CONF- Instruction	45.00
P16-05666	Ventura Co Office Of Education	RAMONA	CONF - Admin	50.00
P16-05667	Lakeshore Learning Materials-V	MCAULIFFE	MAT'L/SUPL-Instructional	501.70
P16-05668	Pearson	Special Ed	MATL/SUP	639.02
P16-05670	Costco Wholesale	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	550.00
P16-05671	KALA BRAND MUSIC CO	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	874.80
P16-05672	Smart And Final Iris Co	MCKINNA	matl/sup-instructional	300.00
P16-05674	The Hose-Man Inc	TRANSPORTATIOI	SUPPLIES	54.25
P16-05676	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	140.40
P16-05677	Lightspeed Systems Corp	CURREN	serv - instructional	450.00
P16-05678	Amazon Com	Special Ed	MATL/SUP	89.64
P16-05679	El Pollo Norteno Inc	FREMONT	MAT/SUPP - INSTR	748.00
P16-05680	SHRM	HR	Dues/Membership	190.00
P16-05681	Fresh & Fabulous Cafe-Bakery	MARINA	MATL/SUPL-Instructional	200.00

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05683	ExploreLearning, LLC	CHAVEZ	PROFESSIONAL/CONSULTING SVCS-INSTRUCTIONAL	400.00
P16-05684	Leopaul A. Martinez Jr	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	117.00
P16-05687	Aswell Trophy And Engraving	ELM	MATL - Instructional	212.22
P16-05689	Best Buy	MCAULIFFE	MATL/SUPL-Instructional	296.88
P16-05692	Aswell Trophy And Engraving	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	610.47
P16-05693	McCarty And Sons Towing	TRANSPORTATIO	TOWING SERVICE	270.00
P16-05694	Sams Club 6455	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	500.00
P16-05697	Jostens, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	32.40
P16-05698	Office Depot Bus Ser Div	CURREN	mat/sup - instructional	185.93
P16-05702	Apple Computer Inc	RISK MGMT	Computer supplies	267.84
P16-05703	Apple Computer Inc	MARSHALL	MATL/SUP - Instruction	160.92
P16-05708	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	145.48
P16-05709	Bright Casa Sirena LLC Hampton Inn Channel Islands	SUPERINTENDEN	CONF	175.00
P16-05710	Ansmar Publishers Inc	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTION	129.60
P16-05712	Lakeshore Learning Materials-V	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	66.69
P16-05714	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL-Instructional	960.71
P16-05720	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	802.17
P16-05722	Aswell Trophy And Engraving	CURREN	mat/sup - instructional	127.98
P16-05724	Amazon Com	HARRINGTON	materials & supplies - instruction	474.96
P16-05726	Barnes And Noble	MCAULIFFE	BKS-Instructional (EL)	400.70
P16-05749	LIBERTY PRINTING	MARINA	MATL/SUPL-Admin	345.60
P16-05750	Cal Lutheran University - CRLP	HARRINGTON	TRAVEL/CONF 5200- ADMIN	80.00
P16-05751	Sams Club 6455	MARINA	MATL/SUPL-Instructional	100.00
P16-05752	Imagestuff Com	ELM	MTL/INSTRUCTIONAL	426.87
P16-05753	Petroleum Telcom Inc DBA Telec om	HARRINGTON	MATL/SUPP 4300- ADMIN	47.79
P16-05754	G & R Events Coordinator	FREMONT	MAT/SUP INSTRUCTION	250.00
P16-05755	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	237.60
P16-05756	Mark J Grover	ED SERVICES	SERV (FREMONT-ROCK)	540.00
P16-05758	American Pizza	MARINA	MATL/SUPL-Instructional	44.63
P16-05759	Laser Toner & Computer Supply	RISK MGMT	REPAIR	165.39
P16-05760	Roadrunner Shuttle And	HAYDOCK	SERV-INSTRUCTIONAL	547.50
P16-05762	Organized Sports Ware, Llc	KAMALA	Materials & Supplies-Instrucional	255.15
P16-05763	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	38.87
P16-05765	Grainger Inc	RISK MGMT	Materials & Supplies	451.50
P16-05766	DIGILOGO DESIGNS, LLC	KAMALA	Rental-Instructional	297.00
P16-05774	Oriental Trading Co Inc	RITCHEN	Materials and Supplies-Instructional	190.19
P16-05775	Office Depot Bus Ser Div	NFL	Mat/Sup	123.60
P16-05777	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	85.91
P16-05778	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	123.04
P16-05781	Toppers Pizza Place	MCAULIFFE	MATL/SUPL-Instructional	239.39
P16-05782	Lakeshore Learning Materials-V	MCAULIFFE	MATL/Supl-Instructional	554.56
P16-05783	Ventura Co Office Of Education	Pupil Srvs	CONF	160.00

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**Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount	
P16-05786	Walmart	Pupil Srvs	MATL/SUP	100.00	
P16-05787	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	200.00	
P16-05790	Michaels Stores, Inc	SORIA	MATL/SUP Instructional	403.83	
P17-00004	CA Dance & Movement Workshop	HAYDOCK	CONF-INSTRUCTIONAL	915.00	
P17-00009	Wyndham Anaheim Garden Grove	RISK MGMT	Confernece	325.26	
P17-00010	Avid Center	CHAVEZ	TRAVEL AND CONFERENCE-ADMIN	725.00	
P17-00015	CUE, INC	RAMONA	CONF - Instruction	597.00	
P17-00018	Southwest Airlines	BREKKE	CONF/TRAVEL	320.00	
P17-00019	SAFE & CIVIL SCHOOLS	BREKKE	CONF/TRAVEL	975.00	
P17-00021	Calif Assn Of Latino Supt & Ad	BUSINESS	CONF	425.00	
P17-00022	Hilton Garden Inn Oxnard	ED SERVICES	CONF	.00	
P17-00025	Ventura Co Office Of Education	ED SERVICES	CONF	750.00	
P17-00026	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (8/9)	360.00	
P17-00027	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (7/12)	300.00	
P17-00028	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (7-13)	300.00	
P17-00029	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (7/20)	720.00	
P17-00030	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	480.00	
P17-00031	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (8/11)	90.00	
P17-00034	Tom Rey Garcia dba/ Tomas Cafe & Gallery	SUPERINTENDEN	MATLS	600.00	
P17-00040	RICHARDS INSTITUTE OF EDUCATIO N AND RESEARCH	MCAULIFFE	CONF-Instructional (7/24-7/29)	375.00	
P17-00041	San Jose Fairmont Lessee, LLC Fairmont Hotel - San Jose	SUPERINTENDEN	CONF	528.42	
P17-00043	CAG	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	495.00	
P17-00045	Ventura Co Office Of Education	RITCHEN	CONF-Instructional	690.00	
P17-00046	CCAC Conference Registration A ttn: Linda Hunt	HR	Conf	910.11	
P17-00047	San Joaquin County Of Ed	HR	Cpmf	690.00	
P17-00048	Southwest Airlines	SUPERINTENDEN	CONF/TRAVEL	275.00	
P17-00050	Hilton Sacramento Arden West	HR	Conf-	981.63	
P17-00053	SUN HILL REAL ESTATE HILTON LA /UNIVERSAL CITY	BUSINESS	CONF	414.17	
P17-00055	Ventura Co Office Of Education	Pupil Srvs	CONF	25.00	
P17-00056	Ventura Co Office Of Education	ED SERVICES	CONF	60.00	
P17-00057	Ventura Co Office Of Education	SIERRA LINDA	conference - instructional	820.00	
P17-00061	ANAHEIM MARRIOTT	CNS	CONF	561.33	
P17-00066	Amazon Com	ED SERVICES	MATL/SUP (FREMONT-MCGLOUGHLIN)	172.26	
P17-00067	Amazon Com	ED SERVICES	MATL/SUP (FREMONT-FEDELE)	578.15	
<b>Total Number of POs</b>			<b>646</b>	<b>Total</b>	<b>210,086.67</b>

**Fund Recap**

Fund	Description	PO Count	Amount
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Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

**Fund Recap**

<b>Fund</b>	<b>Description</b>	<b>PO Count</b>	<b>Amount</b>
010	GENERAL FUND	603	190,367.90
120	CHILD DEVELOPMENT FUND	3	1,003.54
130	CAFETERIA FUND	7	2,727.00
213	BOND FUND MEASURE R 2012	1	179.90
251	DEVELOPER FEES	1	350.00
		<b>Total Fiscal Year 2016</b>	<b>194,628.34</b>
010	GENERAL FUND	30	14,897.00
130	CAFETERIA FUND	1	561.33
		<b>Total Fiscal Year 2017</b>	<b>15,458.33</b>
		<b>Total</b>	<b>210,086.67</b>

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Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CNP16-00147	5,249.08	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	.22-
P16-00050	2,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	900.00
P16-00071	11,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	600.00
P16-00077	1,580.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-00116	2,080.00	010-4323	GENERAL FUND/HVAC SUPPLIES	576.38
P16-00130	24,900.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	500.00
P16-00145	3,590.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	150.00
P16-00161	12,400.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	778.60
P16-00254	3,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P16-00288	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P16-00314	6,065.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-00375	10,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	610.00
P16-00444	1,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P16-00587	1,703.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	542.51
P16-00669	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P16-00701	3,430.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P16-00825	2,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P16-00863	898.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P16-00893	1,682.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	299.60
P16-00924	1,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-00942	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-01326	1,229.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-01768	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P16-01859	2,050.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	700.00
P16-02009	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P16-02143	956.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P16-02998	3,026.89	130-4400	CAFETERIA FUND/NON-CAP EQUIP (\$500-\$4,999)	4,258.16-
P16-03033	490.99	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	87.39
P16-03623	810.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	486.00
P16-03776	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P16-03811	413.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	85.86-
P16-04200	2,600.00	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	125.00
P16-04348	519.56	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	104.54
P16-04651	921.51	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	80.87-
P16-04661	104.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.19-
P16-04671	824.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	404.64
P16-04675	540.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	180.00-
P16-04708	1,434.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	104.75
P16-04836	2,973.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.27-
P16-04929	7,719.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	474.87
P16-05186	3,983.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.82
		010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	139.79
			Total PO P16-05186	183.61
P16-05215	1,319.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.24-
P16-05267	1,142.25	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	413.50
		010-5224	GENERAL FUND/BOARD MEMBER ROBLES-SOLIS	206.75
			Total PO P16-05267	620.25

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Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

**PO Changes (continued)**

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-05322	1,635.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,193.73-
P16-05350	4,891.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	374.38
<b>Total PO Changes</b>				<b>8,695.98</b>

Information is further limited to: (Maximum Amount = 999.99)

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
CNP16-00134	Gold Star Foods	CNS	stores	12,300.51
CNP16-00135	Jordanos Inc	CNS	stores	8,729.59
CNP16-00136	P And R Paper Supply Co	CNS	stores	5,038.55
CNP16-00137	Gold Star Foods	CNS	stores	21,755.68
CNP16-00138	Jordanos Inc	CNS	stores	3,407.59
CNP16-00139	P And R Paper Supply Co	CNS	stores	4,867.71
CNP16-00140	Sysco Food Services Of Ventura	CNS	stores	1,565.06
CNP16-00141	Gold Star Foods	CNS	stores	19,213.19
CNP16-00142	Jordanos Inc	CNS	stores	7,120.87
CNP16-00143	P And R Paper Supply Co	CNS	stores	5,250.57
CNP16-00144	Gold Star Foods	CNS	stores	23,016.84
CNP16-00146	Jordanos Inc	CNS	stores	5,425.49
CNP16-00147	P And R Paper Supply Co	CNS	stores	5,249.08
CNP16-00148	Gold Star Foods	CNS	stores	14,009.66
CNP16-00149	P And R Paper Supply Co	CNS	stores	4,260.21
CNP16-00150	Jordanos Inc	CNS	stores	6,186.41
CNP16-00152	Jordanos Inc	CNS	stores	2,304.94
CNP16-00153	Gold Star Foods	CNS	stores	7,783.80
CNP16-00154	P And R Paper Supply Co	CNS	stores	4,083.20
CNP16-00155	Gold Star Foods	CNS	stores	3,472.35
P16-03111	Museum Of Tolerance Attn: Fiel d Trip Office	FREMONT	SERV-INSTRUCTIONAL	3,400.00
P16-04171	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	3,363.75
P16-04708	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	1,434.59
P16-04728	GOBULK.COM	SIERRA LINDA	matl/sup - instructional	1,648.28
P16-04733	Underwood Family Farms	MCAULIFFE	SERV-Instructional	1,192.00
P16-04740	BUCK INSTITUTE FOR EDUCATION	ED SERVICES	T2/SERV	10,500.00
P16-04741	NOLTE ASSOCIATES INC	FACILITIES	WILLIAMS REIMB/SERV (IOR SVCS RIT CHILLER)	8,500.00
P16-04744	Extreme Clean	WAREHOUSE	Stores Supplies	5,094.90
P16-04745	Hillyard Inc	WAREHOUSE	Stores Supplies	8,319.34
P16-04746	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,913.95
P16-04747	MARIE GRACE GREGORIO-OVIEDO	ED SERVICES	MSAP/SERV	7,500.00
P16-04748	Matt Oppenheimer Tutorific!	ASES	ASES/SERV	50,000.00
P16-04752	The Outdoor School	MARSHALL	SERV - Instructional	22,620.00
P16-04759	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	6,007.28
P16-04760	School Tech Supply	Special Ed	EQUIPMENT	1,608.28
P16-04765	Sheraton Grand Sacramento	ELM	CONF-Instructional	3,386.07
P16-04766	Friday Night Live	Pupil Srvs	CONF	2,100.00
P16-04771	CN School & Office Sol, Inc Cu Iver-Newlin	RAMONA	EQUIP- Instruction	21,392.49
P16-04772	Avid Center	ASSESS ACCOUN	CONF	10,875.00
P16-04773	Avid Center	ASSESS ACCOUN	CONF	21,750.00
P16-04777	Amazon Com	BREKKE	MATL/SUP - Instructional	2,749.44
P16-04779	Amazon Com	BREKKE	MATL/SUP - Instructional	1,602.66
P16-04780	Amazon Com	CURREN	equip - instructional	1,681.23
P16-04781	School Tech Supply	FRANK	Comp Equip - Instructional	44,168.40
P16-04782	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instruction	1,226.55

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04786	Aswell Trophy And Engraving	SIERRA LINDA	matl/sup	1,506.60
P16-04794	Flinn Scientific Inc	KAMALA	Materials & Supplies-Instructional	2,135.84
P16-04797	School Specialty Inc	RAMONA	MAT/SUP - INSTRUCTION	6,760.45
P16-04799	Ellison Educational Equip	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	1,183.25
P16-04802	Iron Horse Safety Specialties	RISK MGMT	Materials & Supplies	2,678.40
P16-04804	Hyatt Regency Long Beach	TRANSPORTATIO	TRAVEL	1,314.00
P16-04808	Demco Inc	CURREN	matl/sup - instructional	1,036.65
P16-04814	Ballard and Tighe Publishers	ED SERVICES	MATLS/SUPPL	2,019.60
P16-04818	Ballard and Tighe Publishers	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	7,020.00
P16-04819	ADVANCED CLASSROOM TECHNOLOGIE S, INC	ROSE	COMPUTER EQUIPMENT - INSTRUCTION	1,140.38
P16-04828	School Specialty Inc	HAYDOCK	MATLS/SUPPL INSTRUCTIONAL	3,540.24
P16-04835	Petroleum Telcom Inc DBA Telecom	SIERRA LINDA	matl/sup - instruction	2,268.00
P16-04836	Amazon Com	RAMONA	MAT/SUP - INSTRUCTION	2,973.02
P16-04844	CDW G	HAYDOCK	COMPUTER/SUPPL INSTRUCTIONAL	1,649.87
P16-04847	CDW G	HAYDOCK	COMPUTER/SUPPL	4,289.35
P16-04849	CDW G	CURREN	matl/sup - instructional	1,134.00
P16-04850	EPS Literacy & Intervention	SIERRA LINDA	serv - instruction	6,091.20
P16-04851	DELTA EDUCATION	BREKKE	MATL/SUPP - Instruction	5,806.12
P16-04852	Dell Direct Sales Lp	PERSONNEL	Computer Equipment	1,408.75
P16-04853	Dell Direct Sales Lp	CURREN	equip - instructional	5,333.94
P16-04854	Dell Direct Sales Lp	HAYDOCK	COMPUTER/SUPPL	4,531.82
P16-04855	Dell Direct Sales Lp	HAYDOCK	COMPUTER/SUPPL	6,302.86
P16-04857	Factory Express	GRAPHICS	Equipment - Folder	1,868.40
P16-04858	MAX'S A-1 KEY SHOP V.I.P MOBILE LOCK & KEY	DISTRICT OFFICE	REPAIR	8,400.00
P16-04859	Perma Bound Books	HAYDOCK	BKS-INSTRUCTIONAL	2,599.06
P16-04860	Perma Bound Books	SORIA	BKS (Instructional)	1,287.47
P16-04861	Sehi Computer Products Inc	BUDGET	Equip/Printer	1,678.32
P16-04862	CDW G	ROSE	COMPUTER EQUIPMENT - INSTRUCTION	2,631.48
P16-04864	CDW G	ASSESS ACCOUN	EQUIP	2,443.91
P16-04865	SignMasters, Inc	BUDGET	Services	3,082.50
P16-04866	CDW G	IT	EQUIP / MATL	2,468.64
P16-04867	School Specialty Inc	RAMONA	Mat/Sup - Instruction	4,871.09
P16-04869	Embassy Suites Irvine	ED SERVICES	CONF	1,075.45
P16-04871	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,907.90
P16-04872	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	2,242.30
P16-04873	Veritiv Operating Company	WAREHOUSE	Stores Supplies	13,390.65
P16-04876	Global Knowledge Training LLC	IT	SERVICE	7,390.00
P16-04884	New Encore Illinois, Inc Encore Repair Services, LLC	IT	RENT, LEASE, REPAIR	1,725.00
P16-04885	Petroleum Telcom Inc DBA Telecom	FREMONT	MAT/SUP INSTRUCTION	1,944.00
P16-04888	ACP Direct	RAMONA	MAT/SUP - INSTRUCTION	5,213.50
P16-04893	Flinn Scientific Inc	FREMONT	MAT/SUP INSTRUCTION	3,505.23
P16-04894	Flinn Scientific Inc	FREMONT	MAT/SUP INSTRUCTION	4,356.47

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04895	Amazon Com	HAYDOCK	EQUIP /SUPPL-INSTRUCTION	2,617.85
P16-04898	ADVANCED CLASSROOM TECHNOLOGIE S, INC	FREMONT	NON-CAP EQUIP - Intructional	5,430.76
P16-04899	School Specialty Inc	HAYDOCK	EQUIP / MATLS-INSTRUCTION	21,427.60
P16-04900	Sehi Computer Products Inc	ROSE	COMPUTER EQ - INSTRUCTION	2,640.82
P16-04905	IXL LEARNING, INC	CURREN	serv - instructional	8,170.00
P16-04908	School Mate	CURREN	matl/sup - instructional	2,992.50
P16-04909	Brainpop Com Llc	BREKKE	SERV - Instruction	2,840.00
P16-04919	Ventura Co Office Of Education	HR	Conf	1,950.00
P16-04920	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,268.49
P16-04923	K P Corporation	WAREHOUSE	Stores Supplies	1,350.00
P16-04926	Rosetta Stone Ltd	FREMONT	MAT/SUP INSTRUCTION	4,779.00
P16-04927	Sweetwater Sound, Inc	HAYDOCK	MATLS/SUPPLS-INSTRUCTIONAL	4,844.74
P16-04928	Greenfield Learning Inc	HAYDOCK	SERVICE/INSTRUCTIONAL	8,000.00
P16-04929	Inventables, Inc	HAYDOCK	MATLS/SUPPL INSTRUCTIONAL	7,719.62
P16-04930	ADOBE SYSTEMS INC	HAYDOCK	SERVICE/INSTRUCTIONAL	7,488.00
P16-04937	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,769.92
P16-04938	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,017.22
P16-04942	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	1,776.28
P16-04951	Troxell Communications, Inc	RAMONA	mat/sup - instruction	8,883.01
P16-04952	School Tech Supply	DRIFFILL	MATL/SUPP-instructional	16,641.60
P16-04955	Apple Computer Inc	CURREN	matl/sup - instructional	12,207.60
P16-04956	Coast To Coast Computer Prod	CURREN	matl/sup - instructional	5,977.80
P16-04957	Handwriting Without Tears	CURREN	matl/sup-instructional	1,143.45
P16-04961	Brainpop Com Llc	FRANK	Serv - Instructional	1,695.00
P16-04962	GOBULK.COM	IT	MATL/SUP	1,010.58
P16-04963	School Tech Supply	ROSE	COMPUTER EQ - INSTRUCTIONAL	8,770.24
P16-04964	Veritiv Operating Company	GRAPHICS	Materials and Supplies	3,689.25
P16-04966	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	1,510.23
P16-04967	NORTHERN RIFT INC	ED SERVICES	MSAP/SERV (HAY-FRA-FRE)	3,000.00
P16-04969	Dell Direct Sales Lp	HAYDOCK	SUPPL-Admin	2,495.60
P16-04971	Frontier California Inc	PURCHASING	COMM	94,000.00
P16-04972	Frontier California Inc	PURCHASING	COMM	1,300.00
P16-04980	HOMEBOY INDUSTRIES DBA/ HOMEBO Y SILKSCREEN	FRANK	Matl/Sup - Instructional	1,522.76
P16-04983	School Tech Supply	FRANK	Comp Supp / Equip - Instructional	13,199.72
P16-04985	CN School & Office Sol, Inc Cu lver-Newlin	BUDGET	Equip/Furniture	3,004.58
P16-04990	Perma Bound Books	FRANK	Matl/Sup - Instructional	1,424.27
P16-04994	Coast To Coast Computer Prod	FRANK	Matl/Sup - Instructional	1,159.92
P16-04996	Aztec Technology Corp	FRANK	Non-Cap Equip - Instructional	2,786.40
P16-04997	CANON FINANCIAL SERVICES INC	DISTRICT OFFICE	LEASE (DISTRICT WIDE COPIERS)	38,713.30
P16-04998	CANON SOLUTIONS AMERICA INC	DISTRICT OFFICE	MAINT (DISTRICT WIDE COPIERS)	28,001.00
P16-05000	Aztec Technology Corp	SIERRA LINDA	EQUIP/STORAGE CONTAINER	2,786.40
P16-05001	Aztec Technology Corp	FREMONT	EQUIP - Instruction	3,542.40
P16-05002	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	5,571.94
P16-05004	Oxnard Performing Arts Center	ED SERVICES	RENTAL	2,088.75
P16-05005	The Great Books Foundation	FREMONT	T1/SERV	4,750.00

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05006	Ventura Co Office Of Education	MCKINNA	T1/SERV	3,625.00
P16-05007	Blick Art Materials	ED SERVICES	MATL/SUP (HAYDOCK)	13,351.44
P16-05013	Scholastic Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	3,221.66
P16-05022	STEMFINITY, LLC	HAYDOCK	MATL/SUPPL-INSTRUCTION	9,311.94
P16-05023	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	6,429.24
P16-05025	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	7,462.42
P16-05029	Peoples Education, Inc	SIERRA LINDA	matl/sup - instructional	5,854.16
P16-05031	Budlong And Associates Inc	FACILITIES	Fees	4,320.00
P16-05032	Lowe's	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,600.00
P16-05034	FACILITIES PROTECTION SYSTEMS	IT	Maintenance Agreement	1,226.00
P16-05036	Scholastic Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	1,549.12
P16-05038	Oriental Trading Co Inc	RAMONA	MAT/SUP - INSTRUCTION (CHAMPS)	4,389.17
P16-05039	Printech	FREMONT	EQUIPMENT - ADMINISTRATION	7,552.44
P16-05040	Premier Agendas Inc	FREMONT	MAT/SUP INSTRUCTION	4,320.00
P16-05041	LEARNING A-Z	ROSE	PROFESSIONAL CONSULTING SVCS - INSTRUCTION	2,973.83
P16-05042	Perma Bound Books	RAMONA	BKS- Instruction	10,533.45
P16-05044	Heinemann	CURREN	matl/sup - instructional	8,607.60
P16-05048	CN School & Office Sol, Inc Cu Iver-Newlin	SIERRA LINDA	Equip	9,501.57
P16-05049	Nasco Modesto	ED SERVICES	MAT/SUP (HAYDOCK)	9,636.54
P16-05051	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCAULIFFE	COMP SUPP / EQUIP-Instructional	1,417.28
P16-05053	Perma Bound Books	HAYDOCK	BKS/INSTRUCTIONAL	3,964.19
P16-05056	Heinemann	BREKKE	MATL/SUP - Instructional	7,910.14
P16-05057	TRI-COUNTY OFFICE FURNITURE	IT	MATL/SUP	1,087.95
P16-05059	Cousin's Uniform & Tux, LLC Co usin's Concert Attire	ED SERVICES	MATL/SUP (HAYDOCK)	6,201.32
P16-05061	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	Computer Equipment	1,417.28
P16-05062	Perma Bound Books	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	3,354.24
P16-05063	DELTA EDUCATION	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	19,955.27
P16-05064	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,288.55
P16-05065	Coast To Coast Computer Prod	CURREN	matl/sup - instructional	4,136.40
P16-05074	Perma Bound Books	BREKKE	MATL/SUP- Instructional	10,750.15
P16-05076	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	1,502.65
P16-05082	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	4,846.12
P16-05086	CDW G	MCAULIFFE	COMP SUPP / EQUIP-Instructional	1,765.02
P16-05096	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,996.48
P16-05097	Passageway School Inc	Special Ed	SERV (RP031903)	26,828.00
P16-05104	School Outfitters	SIERRA LINDA	matl/sup - instructional	6,128.46
P16-05106	School Tech Supply	CURREN	matl/sup- instructional	2,187.00
P16-05125	Read Naturally, Inc	MARSHALL	SERV - Instruction	1,509.73
P16-05145	CDW G	CURREN	matl/sup - instructional	3,346.92
P16-05146	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	10,656.36

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05147	Lakeshore Learning Materials-V	Special Ed	MATL/SUP	1,368.80
P16-05151	Amazon Com	CURREN	matl/sup - instructional	2,537.98
P16-05152	Dell Direct Sales Lp	CURREN	Equip - instructional	5,729.73
P16-05153	Amazon Com	KAMALA	Materials & Supplies-Instructional	1,813.49
P16-05154	Dell Direct Sales Lp	IT	EQUIP (Tom)	1,942.39
P16-05155	Scholastic Inc	SIERRA LINDA	matl/sup - instructional (1st grade - 4)	1,276.69
P16-05156	Scholastic Inc	SIERRA LINDA	matl/ sup - instructional (2nd grade - 4)	1,310.39
P16-05158	Scholastic Inc	SIERRA LINDA	matl/sup - instructional (3rd grade 4)	1,294.62
P16-05161	Scholastic Inc	SIERRA LINDA	matl/sup - instructional (5 Kindergarten classes)	1,662.34
P16-05162	Scholastic Inc	SIERRA LINDA	matl/sup - Instructional ( 4th grade)	1,409.21
P16-05163	Scholastic Inc	SIERRA LINDA	matl/sup - instructional (5th grade)	1,288.79
P16-05164	Scholastic Inc	SIERRA LINDA	matl/sup - Instructional (Cordes)	4,062.96
P16-05166	Dell Direct Sales Lp	RITCHEN	EQUIP-Instructional	2,549.67
P16-05167	Amazon Com	MCKINNA	matl/sup-instructional	1,315.27
P16-05168	Amazon Com	FREMONT	BKS - INST.	1,505.33
P16-05169	Ventura Co Office Of Education	Special Ed	SERV (GG111603)	33,984.30
P16-05176	School Tech Supply	RAMONA	COMP supplies - Instruction	14,551.92
P16-05179	Heinemann	CURREN	matl/sup - instructional	17,300.26
P16-05182	Jones School Supply Co Inc	CURREN	matl/sup - instructional	19,384.02
P16-05185	ESGI	CURREN	serv - instructional	1,575.00
P16-05186	Sehi Computer Products Inc	CURREN	matl/sup-Equip - instructional	3,983.74
P16-05188	Perma Bound Books	CURREN	bks - instructional	15,001.20
P16-05190	NSX Technologies, Inc Anywhere Cart	CURREN	matl/ sup - instructional	1,663.20
P16-05192	Sports Authority	DRIFFILL	Matl/Supp-Instructional	2,858.00
P16-05193	Sehi Computer Products Inc	FREMONT	MAT/SUPP - INST	4,174.74
P16-05198	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,924.51
P16-05206	Gopher Sport	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	1,984.28
P16-05210	Gopher Sport	DRIFFILL	Matl/Supp- Instructional	1,661.49
P16-05211	Gopher Sport	FREMONT	MAT/SUP - INSTRUCTIONAL	1,895.01
P16-05215	Lowe's	ED SERVICES	MATL/SUP (HAYDOCK)	1,319.48
P16-05221	Hilton San Diego Resort & Spa	FRANK	Conf - Admin	2,310.36
P16-05223	Grainger Inc	FRANK	Matl/Sup - Office	7,456.32
P16-05229	EPS Literacy & Intervention	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,562.22
P16-05235	Gym Closet	KAMALA	Materials & Supplies	1,324.07
P16-05246	Printech	DRIFFILL	EQUIP-instructional	7,155.00
P16-05249	Imagestuff Com	DRIFFILL	Matl/Supp- Instructional	3,965.52
P16-05257	TRI-COUNTY OFFICE FURNITURE	FREMONT	EQUIPMENT / ADMIN.	2,309.56
P16-05262	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,886.00
P16-05263	Perma Bound Books	SIERRA LINDA	matl/sup - Instructional (library)	5,502.28
P16-05264	Perma Bound Books	KAMALA	Materials & Supplies-Instructional	1,371.49
P16-05265	Perma Bound Books	LEMONWOOD	Library Books (Instructional)	5,046.73
P16-05267	JW Marriott Los Angeles	SUPERINTENDEN	CONF	1,142.25
P16-05269	Taymark Anderson's	FRANK	Matl/Sup - Instructional	2,798.81
P16-05270	School Tech Supply	FREMONT	EQUIP-Instruction	41,541.20
P16-05271	Crestline Company Inc	HARRINGTON	Material & Supplies - Instructional	1,977.10

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05272	Camp Whittier	CHAVEZ	PROFESSIONAL CONSULTUING SERVICES-INSTRUCTIONAL	1,500.00
P16-05274	World's Finest Chocolate, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	3,030.00
P16-05275	AMLE	FRANK	Conf - Admin	4,579.96
P16-05279	Island Packers Co	CHAVEZ	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	3,010.00
P16-05280	School Tech Supply	FRANK	Serv - Instructional	1,120.00
P16-05282	Bookpal, LLC	FREMONT	BKS - INSTRUCTIONAL	4,232.74
P16-05285	Gopher Sport	LEMONWOOD	MAT/SUPP (instructional)	6,480.00
P16-05291	Scholastic Inc	KAMALA	Materials & Supplies-Intruactional	1,203.66
P16-05293	Scholastic Inc	KAMALA	BKSS-INSTRUCTIONAL	1,537.92
P16-05304	Nimco Inc	KAMALA	Materials & Supplies-Instructional	1,401.55
P16-05305	PREMIER AGENDAS, INC	HARRINGTON	materials & supplies - instruction	1,911.00
P16-05309	Concepts School & Office Furn	DRIFFILL	EQUIP-MATL/SUPP (FURNITURE)	10,985.67
P16-05317	Sehi Computer Products Inc	ROSE	COMPUTER EQ - INSTRUCTION	4,072.68
P16-05318	TRI-COUNTY OFFICE FURNITURE	FREMONT	EQUIPMENT/ADMIN	13,911.03
P16-05319	Pearson Education	ROSE	PROFESSIONAL & CONSULTING SVCS. - INSTRUCTIONAL	23,100.00
P16-05320	Office Depot Bus Ser Div	FRANK	Mat/Sup - Instructional	2,440.22
P16-05321	Dell Direct Sales Lp	FRANK	Comp Sup- Instructional	6,851.84
P16-05322	Petroleum Telcom Inc DBA Telecom	RISK MGMT	Materials & Supplies	1,635.27
P16-05323	TRI-COUNTY OFFICE FURNITURE	FREMONT	EQUIPMENT/ADMIN	1,143.09
P16-05324	Grainger Inc	FREMONT	MAT/SUP INSTRUCTION	3,609.42
P16-05325	Vida Newspaper	BUSINESS	SERV	1,500.00
P16-05326	Walmart	FREMONT	MAT/SUP INSTRUCTION	1,203.94
P16-05327	WATERFORD RESEARCH INSTITUTE	ROSE	PROFESSIONAL CONSULTING SVCS. - INSTRUCTION	12,000.00
P16-05328	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,602.71
P16-05329	Contract Paper Group, Inc	WAREHOUSE	Stores Supplies	20,747.66
P16-05330	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,635.78
P16-05331	Ventura Co Office Of Education	Special Ed	SERV (AA120506)	27,050.76
P16-05332	ATC GROUP SERVICES INC CARDNO ATC	FACILITIES	BOND/BLDG/ENV ASSESSMENT @ DORIS & PATTERSON	14,875.00
P16-05333	Veritiv Operating Company	WAREHOUSE	Stores Supplies	11,806.34
P16-05334	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,017.87
P16-05335	BUCK INSTITUTE FOR EDUCATION	ED SERVICES	MSAP/SERV	5,700.00
P16-05336	Amazon Com	RITCHEN	MATL/SUP-Instructional	1,648.39
P16-05342	CDW G	LEMONWOOD	COMP Supp/ EQUIP (ADMIN)	2,947.15
P16-05344	CDW G	IT	MATL/SUP	1,134.00
P16-05348	CDW G	IT	MATL/ EQUIP (Tom ITS)	48,418.02
P16-05349	CDW G	IT	EQUIP	13,957.69
P16-05350	Premier Agendas Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	4,891.59
P16-05352	School Tech Supply	HR	Equipment	1,834.92
P16-05353	School Tech Supply	ASES	EQUIP	14,558.40
P16-05355	School Tech Supply	BUSINESS	EQUIPT	3,684.84
P16-05356	School Tech Supply	IT	EQUIP (Training Lab)	3,016.21

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05357	School Tech Supply	IT	MATL/SUP / EQUIP COMP (EC/ITS)	16,338.40
P16-05358	School Tech Supply	IT	EQUIP (Tchr Laptop Replacement)	21,860.60
P16-05359	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	2,587.68
P16-05360	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	1,697.76
P16-05361	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	2,142.72
P16-05362	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	2,153.52
P16-05363	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	2,491.56
P16-05364	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	1,948.32
P16-05365	DELTA EDUCATION	BREKKE	MATL/SUPP - Instruction	5,529.08
P16-05367	DELTA EDUCATION	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	8,987.76
P16-05368	DELTA EDUCATION	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	10,877.04
P16-05369	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	1,038.91
P16-05371	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	1,235.47
P16-05372	DELTA EDUCATION	ED SERVICES	MATLS/SUPPL	2,067.60
P16-05374	JW Marriott Los Angeles	SORIA	CONF (Admin)	1,142.25
P16-05375	Markertek	IT	MATL/SUP (OPIE)	4,220.50
P16-05376	BRAGG INVESTMENT COMPANIES INC COASTLINE EQUIPMENT CO	TRANSPORTATIO	REPAIRS	5,225.55
P16-05377	COUNTY OF VENTURA	BUSINESS	SERV	1,170.00
P16-05378	Sams Club 6455	FRANK	Mat/Sup - Office	1,878.07
P16-05381	Factory Express	GRAPHICS	Equipment	6,741.88
P16-05382	Guitar Center	DRIFFILL	MATL/SUPP-instructional	4,428.91
P16-05383	Home Depot Inc	FRANK	Mat/Sup - Office	3,175.09
P16-05384	SHI INTERNATIONAL CORP	IT	MATL/SUP (iPads)	2,527.20
P16-05386	SCHOOL SAFETY SOLUTION, LLC	FRANK	Mat/Sup - Office	2,545.85
P16-05387	PACIFIC RADIO EXCHANGE, INC PA CIFIC RADIO ELECTRONICS, INC	IT	MATL/SUP (OPIE)	1,061.55
P16-05388	Vista Ford Of Oxnard	FACILITIES	Equipment	30,912.95
P16-05389	Vista Ford Of Oxnard	FACILITIES	Equipment	27,318.71
P16-05390	Vista Ford Of Oxnard	FACILITIES	Equipment	25,037.75
P16-05391	Drone World, LLC	HAYDOCK	COMPUTER EQUIP -INSTRUCTIONAL	2,554.20
P16-05392	Greenfield Learning Inc	SIERRA LINDA	serv - instructional	9,350.00
P16-05393	ESTRELLITA	MCKINNA	matl/sup-instructional	4,854.46
P16-05394	Curriculum Associates Inc	MCAULIFFE	BOOKS-Instructional	1,732.17
P16-05395	Bad Wolf Press	MCAULIFFE	BOOKS-Instructional	1,186.92
P16-05396	TSI Supplies, TSI Uniforms	LEMONWOOD	MAT/SUPP- INstructional	4,461.86
P16-05397	B & H Foto & Electronics Corp	IT	EQUIP (OPIE)	2,957.03
P16-05398	Varidesk, LLC	IT	MATL/SUP	2,122.20
P16-05399	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	EQUIP	18,925.20
P16-05400	TRI-COUNTY OFFICE FURNITURE	IT	EQUIP / MATL/SUP	2,327.87
P16-05401	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	IT	MATL/SUP	9,128.11
P16-05402	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	2,270.68
P16-05403	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	12,034.75
P16-05405	Scholastic Inc	LEMONWOOD	MAT/SUPP	3,000.00
P16-05408	ASR Construction, Inc	FACILITIES	Repair	1,620.00

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05409	Sears Roebuck And Co	KAMALA	EQUIP-Instructional	3,293.46
P16-05411	Apple Computer Inc	IT	MATL/SUP	12,207.60
P16-05412	Apple Computer Inc	IT	EQUIP (OPIE)	1,855.44
P16-05414	LABSOURCE, INC	WAREHOUSE	Stores Supplies	1,356.75
P16-05419	M & J Kids Scientific, Inc dba Mad Science of Los Angeles	RAMONA	T1/SERV	13,720.00
P16-05420	Oxnard Performing Arts Center	HAYDOCK	RENTAL	1,550.00
P16-05421	SWINERTON BUILDERS	LEMONWOOD	BOND/BLDG (NEW LEM CONSTRUCTION)	29,575,897.91
P16-05422	Ventura Co Office Of Education	Special Ed	SERV (ME011011)	6,818.00
P16-05423	Ventura Co Office Of Education	Special Ed	SERV (OL083008)	22,276.90
P16-05424	Ventura Co Office Of Education	Special Ed	SERV (JN122311)	31,791.69
P16-05435	Calif Dept Of Educ	FACILITIES	fees	6,264.00
P16-05440	SCHOOL'S IN, LLC	RITCHEN	MATL/SUP-INSTRUCTIONAL	1,450.34
P16-05441	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	BKS-instructional	2,003.74
P16-05442	Div Of The State Architect	BUSINESS	CONST	1,000.00
P16-05443	Div Of The State Architect	BUSINESS	CONST	1,600.00
P16-05444	Constance Marie Halpern Mrs Fi gs Bookworm	ED SERVICES	MATLS/SUPPL-INTERVENTION	2,337.50
P16-05446	City Of Oxnard	BUSINESS	CONST	2,571.17
P16-05450	The Great Books Foundation	ED SERVICES	MATL/SUP (FREMONT)	7,764.28
P16-05457	Jostens, Inc	KAMALA	Inst. Material	1,522.80
P16-05458	Guitar Center	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	7,249.44
P16-05459	Ventura Co Office Of Education	Special Ed	SERV (RP031903)	5,560.12
P16-05460	Ventura Co Office Of Education	Special Ed	SERV (KS120903)	38,599.24
P16-05461	Ventura Co Office Of Education	Special Ed	SERV (VV030307)	5,120.00
P16-05462	Ventura Co Office Of Education	Special Ed	SERV (KW062904)	31,941.56
P16-05463	Petroleum Telcom Inc DBA Telecom	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	5,607.90
P16-05464	Coast To Coast Computer Prod	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	2,413.62
P16-05467	Imagestuff Com	ELM	MATL-SCHOOL OFFICE	1,064.40
P16-05468	LABSOURCE, INC	HAYDOCK	MATL/SUPPL	2,808.00
P16-05478	Troxell Communications, Inc	MCAULIFFE	MAT'L/SUPL-Instructional	2,115.72
P16-05480	Ballard and Tighe Publishers	ED SERVICES	MATLS/SUPPL	5,940.00
P16-05481	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	1,024.48
P16-05483	School Tech Supply	IT	EQUIP (Tech Laptop Replacement)	16,767.96
P16-05484	School Tech Supply	IT	MATL/SUP (for Replacement Laptops)	1,728.00
P16-05489	Gopher Sport	HARRINGTON	materials & supplies - instructional	1,085.56
P16-05490	NETWORK CRAZE TECHNOLOGIES INC	FRANK	Matl/Sup - Instructional	1,847.25
P16-05491	Perma Bound Books	FRANK	Bks - Instructional	14,254.29
P16-05497	Ansmar Publishers Inc	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTION	1,319.67
P16-05501	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,902.72
P16-05504	GLORIA N. CENTURION ARCE	ED SERVICES	MSAP/SERV (HAYDOCK MURAL)	10,000.00
P16-05508	Leopaul A. Martinez Jr	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	3,203.47

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05510	Hillyard Inc	FRANK	Mat/Sup & Equip - Instructional	32,304.70
P16-05512	Guitar Center	HAYDOCK	EQUIP-INSTRUCTIONAL	1,877.04
P16-05514	Apple Computer Inc	FRANK	Mat/Sup - Instructional	2,459.16
P16-05515	Pacific Northwest Publishing	Pupil Svcs	MATL/SUP	3,852.00
P16-05528	BSN Sports	WAREHOUSE	Stores Supplies	1,278.07
P16-05530	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,940.73
P16-05531	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	9,766.31
P16-05543	Allcable Inc	IT	EQUIP (IT/McA/Rose/LW/ELM)	3,456.00
P16-05545	Videotape Products Inc	IT	MATL/SUP (OPIE)	1,529.28
P16-05549	Peap	ED SERVICES	Materials - Graduation	4,138.40
P16-05551	Grainger Inc	ED SERVICES	MATL/SUP (FRANK)	1,507.79
P16-05554	New Matter Inc	KAMALA	Materials & Supplies-Instructional	2,250.28
P16-05556	Coast To Coast Computer Prod	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	10,639.57
P16-05557	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	2,379.67
P16-05558	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction	1,316.49
P16-05559	Troxell Communications, Inc	HARRINGTON	materials & supplies - instruction	2,695.00
P16-05560	CDW G	IT	SERV (Licenses IT)	2,734.06
P16-05564	Aswell Trophy And Engraving	HR	Serv	5,000.00
P16-05567	Borchard Construction Inc	FACILITIES	REPAIR (CONCRETE REPAIR AT SIERRA LINDA)	21,620.00
P16-05587	International E-Z UP Inc	ASES	MAT/SUPL	3,321.01
P16-05588	EJ Harrison & Sons Inc	ASES	SERVICES	1,000.00
P16-05592	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	1,613.52
P16-05593	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	Rentals, Lease, Repairs (iPads)	10,345.00
P16-05594	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	Rentals, Lease, Repair (iPads)	3,110.00
P16-05595	Camino Real Naturalits & Historical Interpreters	MCKINNA	serv-instructional	1,001.00
P16-05596	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL-Instructional	1,022.22
P16-05597	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	1,701.00
P16-05598	Scholastic Inc	HARRINGTON	MATL/SUPPLIES 4300 Instruction	3,278.58
P16-05599	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	2,321.57
P16-05601	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	1,196.00
P16-05602	CDW G	RITCHEN	EQUIP-ADMIN	1,710.17
P16-05604	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	2,136.02
P16-05605	Ballard and Tighe Publishers	ED SERVICES	MATLS/SUPPL	2,032.00
P16-05607	Encore Data Products, Inc	MCKINNA	mat/sup-instructional	2,229.12
P16-05609	Island Packers Co	RITCHEN	SERV-Instructional	3,300.00
P16-05610	Troxell Communications, Inc	MCKINNA	non Capitalized equip-instructinoal	3,742.20
P16-05618	Office Depot Bus Ser Div	CURREN	mat/sup - instructional	1,669.54
P16-05623	Amazon Com	ASES	Mat/ Supl	3,239.78
P16-05626	The Bodine Group	HR	SERV	25,000.00
P16-05631	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	2,235.60
P16-05632	Pioneer Chemical Co	WAREHOUSE	stores Supplies	2,279.02
P16-05633	Jesus Banos Tubayas T-Shirts	MCKINNA	mat/sup-Instructional	1,083.59
P16-05634	UNITED RECORDS MANAGEMENT	ASES	SERV	1,000.00
P16-05637	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,922.45

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05638	Greenfield Learning Inc	MARSHALL	SERV - Instruction	9,900.00
P16-05640	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,132.01
P16-05644	Colamco, Inc	CURREN	matl/sup-instruction	2,203.31
P16-05645	Jostens, Inc	CURREN	matl/sup - instructional	1,522.80
P16-05648	Ansmar Publishers Inc	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTIONAL	5,097.60
P16-05649	Guitar Center	HAYDOCK	MATL/SUPL-INSTRUCTIONAL	1,321.11
P16-05650	Ventura Co Office Of Education	SIERRA LINDA	Conference - Instructional	1,300.00
P16-05653	MCGRAW HILL EDUCATION, INC	ED SERVICES	TEXTBKs	2,858.36
P16-05658	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction	1,309.28
P16-05660	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	BKS-instructional	1,752.34
P16-05664	Jostens, Inc	DRIFFILL	MATL/SUPL- instructional	1,636.20
P16-05669	Aztec Technology Corp	ASES	Equipment	11,350.80
P16-05673	Scholastic Inc	RAMONA	Mat/Sup - Instruction	2,194.32
P16-05682	Apple Computer Inc	MCKINNA	non cap equip-instructional	12,207.45
P16-05685	Sam Hill And Sons Inc.	FACILITIES	Service	10,000.00
P16-05686	Reliable Floor Covering Co	FACILITIES	Repair	26,145.00
P16-05688	NOLTE ASSOCIATES INC	FACILITIES	Service	3,400.00
P16-05690	R A ATMORE AND SONS, INC	FACILITIES	Service	1,888.00
P16-05691	Printech	MCKINNA	Non-capitalized equip- instructional	3,456.00
P16-05696	CDW G	BUSINESS	EQUIP / MATLS-SUPPLIES	3,408.88
P16-05699	Office Depot Bus Ser Div	SORIA	MATL/SUP (Instructional)	5,000.00
P16-05700	Letner Roofing Company	FACILITIES	REPAIR (FRE ROOF REPAIR)	733,733.00
P16-05701	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	REPAIR (ROSE AVE ROOF REPAIR)	52,887.00
P16-05704	CRAIG ROOF COMPANY INC	FACILITIES	REPAIR (HAY ROOF REPAIR)	533,939.00
P16-05705	CRAIG ROOF COMPANY INC	FACILITIES	REPAIR (SIERRA LINDA ROOF REPAIR)	315,892.00
P16-05706	Regents Of The Univ Of Calif G evirtz Graduate School of Ed	ENGLISH LEARNE	SERV	61,846.00
P16-05711	Jostens, Inc	LEMONWOOD	MAT/SUPL ( Instructional)	1,140.00
P16-05713	Lakeshore Learning Materials-V	CHAVEZ	MATERIALS AND SUPPLIES-instruction	7,145.56
P16-05715	Amazon Com	ASES	MAT/ SUPL	1,441.42
P16-05716	Petroleum Telcom Inc DBA Telec om	CURREN	matl/sup- instructional	1,323.00
P16-05717	School Tech Supply	DRIFFILL	MATL/SUPL-instructional	1,717.20
P16-05718	School Tech Supply	MARINA	COMP SUPL/Instructional	6,708.40
P16-05719	School Tech Supply	MARINA	COMP EQUIP - Instructional	3,662.60
P16-05721	Blick Art Materials	ASES	MAT/SUPL	12,908.82
P16-05723	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	2,764.15
P16-05725	Barnes And Noble	MCKINNA	matl/sup-instructional	3,000.00
P16-05727	Hyatt Regency Sacramento	ED SERVICES	TRAVEL & CONF	9,871.80
P16-05728	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	127,975.70
P16-05729	MCGRAW HILL EDUCATION, INC	ERC	TextBk- Mat/Sup	147,068.37
P16-05730	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	234,170.98
P16-05731	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	191,481.01
P16-05732	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	183,175.29
P16-05733	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	132,803.33
P16-05734	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	196,887.46

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## Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-05735	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	138,490.01
P16-05736	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	127,066.51
P16-05737	MCGRAW HILL EDUCATION, INC	ERC	TextBk- Matl/Sup	164,824.64
P16-05738	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	168,741.82
P16-05739	MCGRAW HILL EDUCATION, INC	ERC	TextBk- Matl/Sup	143,631.71
P16-05740	MCGRAW HILL EDUCATION, INC	ERC	TextBk- Matl/Sup	143,224.96
P16-05741	MCGRAW HILL EDUCATION, INC	ERC	TextBk- Matl/Sup	161,175.06
P16-05742	MCGRAW HILL EDUCATION, INC	ERC	TextBk- Matl/Sup	173,829.15
P16-05743	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	165,213.12
P16-05744	MCGRAW HILL EDUCATION, INC	ERC	TextBk-Matl/Sup	261,313.67
P16-05745	EDUCREATIONS, INC	MCKINNA	serv-instructional	2,495.00
P16-05746	Center for the Collaborative Classroom	MCKINNA	matl/sup-instructional	9,375.59
P16-05747	Endless Choices	ASES	MAT/SUPL	7,123.41
P16-05748	Larry Gonzales dba 3G Promotional Products	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	1,685.57
P16-05757	Sears Roebuck And Co	DISTRICT OFFICE	EQUIP (FRIDGE FOR BUS OFFICE LOUNGE)	1,498.98
P16-05761	Office Depot Bus Ser Div	ASES	MAT/ SUPL	5,108.93
P16-05764	Greenfield Learning Inc	LEMONWOOD	Professional/Consulting Services (Instructional)	9,900.00
P16-05767	Rom Pragasa Flying Colors CA	RAMONA	Mat/Sup - Instruction	2,254.66
P16-05768	Lakeshore Learning Materials-V	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	9,262.30
P16-05769	Guitar Center	HAYDOCK	MATL/SUPL-INSTRUCTIONAL	2,120.87
P16-05770	KALA BRAND MUSIC CO	MARSHALL	MATL/SUP - Instruction	1,296.00
P16-05771	Amazon Com	MCAULIFFE	MAT'L/SUPL-Instructional	3,433.88
P16-05772	SAGA MUSICAL INSTRUMENTS INC	MARSHALL	MATL/SUP - Instruction	1,036.15
P16-05773	Ventura Co Office Of Education	Special Ed	SERV	1,500.00
P16-05776	CDW G	LEMONWOOD	COMP Supp/EQUp (SITE TECH)	2,665.43
P16-05779	Troxell Communications, Inc	CURREN	matl/sup - instructional	3,245.94
P16-05780	Best Buy	MARSHALL	EQUIP - Instruction	1,183.12
P16-05784	Ventura Co Office Of Education	Pupil Srvs	CONF	6,200.00
P16-05785	Lakeshore Learning Materials-V	SORIA	MATL/SUP (Instructional)	6,000.00
P16-05788	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	3,178.12
P16-05789	Scholastic Book Fairs	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,000.00
P17-00005	Banc Of America Leasing	BUDGET	DEBT SVC	392,269.78
P17-00006	Banc Of America Leasing	BUDGET	DEBT SVC	469,384.25
P17-00007	Banc Of America Leasing	BUDGET	DEBT SVC	130,666.67
P17-00008	Avid Center	FRANK	Conf - Instructional	2,175.00
P17-00011	Southwest Airlines	ED SERVICES	TRAV (FRANK, HAYDOCK, FREMONT, MSAP)	18,614.40
P17-00012	Oxnard Performing Arts Center	ED SERVICES	SERV	1,219.00
P17-00013	Pres & Fellows of Harvard Harvard University	ED SERVICES	CONF	38,350.00
P17-00014	Aztec Technology Corp	SORIA	EQUIP/STORAGE CONTAINER	4,185.00
P17-00016	RLJ LODGING TRUST MASTERS COURTYARD MARRIOTT PORTLAND	Pupil Srvs	CONF	13,039.26

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**Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount	
P17-00017	SAFE & CIVIL SCHOOLS	Pupil Srvs	CONF	11,700.00	
P17-00023	Colbi Technologies Inc	BUSINESS	SERV	7,375.00	
P17-00024	School Employers Assoc Of Ca	BUSINESS	SERV	2,348.00	
P17-00032	Aswell Trophy And Engraving	SUPERINTENDEN	MATLS	2,000.00	
P17-00033	Smart And Final Iris Co	SUPERINTENDEN	MATLS/SUP	1,000.00	
P17-00035	California School Boards Assoc	SUPERINTENDEN	MEMB	16,807.00	
P17-00036	TABBARA CORPORATION	RISK MGMT	SERV/SAFETY CREDITS	2,830.00	
P17-00037	Barnes And Noble	FREMONT	MAT/SUP INSTRUCTION	1,000.00	
P17-00038	CN School & Office Sol, Inc Cu Iver-Newlin	ROSE	NON-CAP.EQUIP - MAT/SUP -INSTRUCTION	46,770.52	
P17-00039	Hilton Garden Inn Oxnard	ED SERVICES	SERV	5,106.00	
P17-00042	School Employers Assoc Of Ca	HR	Conf	1,900.00	
P17-00044	ACSA	RITCHEN	CONF-ADMIN	1,377.00	
P17-00049	Manchester Grand Hyatt	HR	Conf-	1,442.86	
P17-00051	Avid Center	KAMALA	Conference-Admin/Instructional	5,075.00	
P17-00052	California School Boards Assoc	SUPERINTENDEN	SERV	8,180.00	
P17-00054	CAG	ED SERVICES	CONF	6,930.00	
P17-00058	Doubletree Hotel Mission Vall	ED SERVICES	CONF	37,399.97	
P17-00059	LATINO FILM INSTITUTE YOUTH CI NEMA PROJECT	RAMONA	SERV	75,666.00	
P17-00060	San Jose Fairmont Lessee, LLC Fairmont Hotel - San Jose	ED SERVICES	CONF	17,957.61	
P17-00062	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	HR	Conf-	1,555.00	
P17-00063	Cal Poly Corporation	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	1,972.46	
P17-00064	Document Tracking Services Llc	ED SERVICES	T1/SERV	26,619.00	
P17-00065	BOWDEN HOSPITALITY CROWNE PLAZ A NEWTON	ED SERVICES	TRAV (FRANK, FREMONT, HAYDOCK, MSAP)	9,874.15	
P17-00068	All Languages Interpreting & T ranslating	SUPERINTENDEN	SERV	12,000.00	
<b>Total Number of POs</b>			<b>493</b>	<b>Total</b>	<b>38,221,046.08</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	434	7,084,101.77
130	CAFETERIA FUND	20	165,041.30
213	BOND FUND MEASURE R 2012	6	29,597,114.08
<b>Total Fiscal Year 2016</b>			<b>36,846,257.15</b>
010	GENERAL FUND	32	905,404.68
251	DEVELOPER FEES	1	469,384.25
<b>Total Fiscal Year 2017</b>			<b>1,374,788.93</b>
<b>Total</b>			<b>38,221,046.08</b>

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Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P15-00882	18,834,496.00	213-6272	BOND FUND MEASURE R 2012/CONSTRUCTION MANAC	195,892.00
P15-00904	89,519.00	213-6271	BOND FUND MEASURE R 2012/ENVIRONMENTAL CLEA	43,918.17
P16-00072	9,900.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,500.00
P16-00106	42,547.51	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	17,547.51
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,830.97
			Total PO P16-00106	27,378.48
P16-00108	48,316.02	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	23,316.02
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,062.46
			Total PO P16-00108	27,378.48
P16-00109	44,484.92	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	19,484.92
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	13,273.33
			Total PO P16-00109	32,758.25
P16-00112	4,977.50	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,327.50
P16-00113	50,674.27	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	25,674.27
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	284.33
			Total PO P16-00113	25,958.60
P16-00114	43,873.84	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	18,873.84
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	17,630.80
			Total PO P16-00114	36,504.64
P16-00119	20,400.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00
P16-00133	11,900.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,500.00
P16-00136	7,160.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	2,336.22
P16-00150	11,400.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,000.00
P16-00179	4,080.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	3,000.00
P16-00183	53,800.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	15,000.00
P16-00286	4,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,352.73
P16-00318	7,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P16-00355	18,900.00	010-4342	GENERAL FUND/REPAIR OF EQUIPMENT	3,000.00
P16-00356	19,900.00	010-4341	GENERAL FUND/CUSTODIAL SUPPLIES	1,500.00
P16-00358	9,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P16-00378	4,240.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P16-00416	2,400,000.00	010-5103	GENERAL FUND/COM CARRIER	290,901.71
P16-00440	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P16-00633	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P16-00791	23,166.20	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,000.00
P16-00897	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P16-00905	23,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	11,000.00
P16-00907	29,249.00	213-6274	BOND FUND MEASURE R 2012/OTHER CONSTRUCTION	13,152.00
P16-00934	1,478,000.00	130-4700	CAFETERIA FUND/FOOD	82,000.00
P16-00987	6,160.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P16-01119	142,040.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	18,000.00
P16-01147	3,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P16-01278	20,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15,000.00
P16-01308	141,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	40,000.00
P16-01352	4,104.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	1,268.73
P16-01358	15,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10,000.00

\*\*\* 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

Includes Purchase Orders dated 04/22/2016 - 06/09/2016 \*\*\*

## PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-01396	8,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,500.00
P16-02711	4,550.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P16-02823	48,991.74	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	20,766.90
P16-02828	53,413.78	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	28,413.78
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,479.30
			Total PO P16-02828	29,893.08
P16-02839	49,184.30	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	48,184.30
P16-02842	22,356.50	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	21,356.50
P16-02846	66,175.24	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	65,175.24
P16-02851	51,867.08	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	50,867.08
P16-02852	231,123.92	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	230,123.92
P16-02853	23,250.76	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	22,250.76
P16-02854	84,060.44	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	83,060.44
P16-02855	10,731.12	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,731.12
P16-02856	26,827.80	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	25,827.80
P16-02857	75,117.84	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	74,117.84
P16-02858	53,655.60	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	52,655.60
P16-02859	16,990.94	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,990.94
P16-02889	43,818.74	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	42,818.74
P16-02890	7,154.08	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,154.08
P16-03021	32,193.36	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	31,193.36
P16-03022	43,818.74	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	42,818.74
P16-03298	3,540.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P16-03513	4,075.74	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,770.12
P16-03838	9,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P16-04043	25,020.24	251-5800	DEVELOPER FEES/PROFESSIONAL/CONSULTING SERV	5,691.20
			<b>Total PO Changes</b>	<b>1,818,575.27</b>

Information is further limited to: (Minimum Amount = 1,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **ENROLLMENT REPORT (Cline)**

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District enrollment as of May 31, 2016 was 16,929. This is 44 less than the same time last year.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

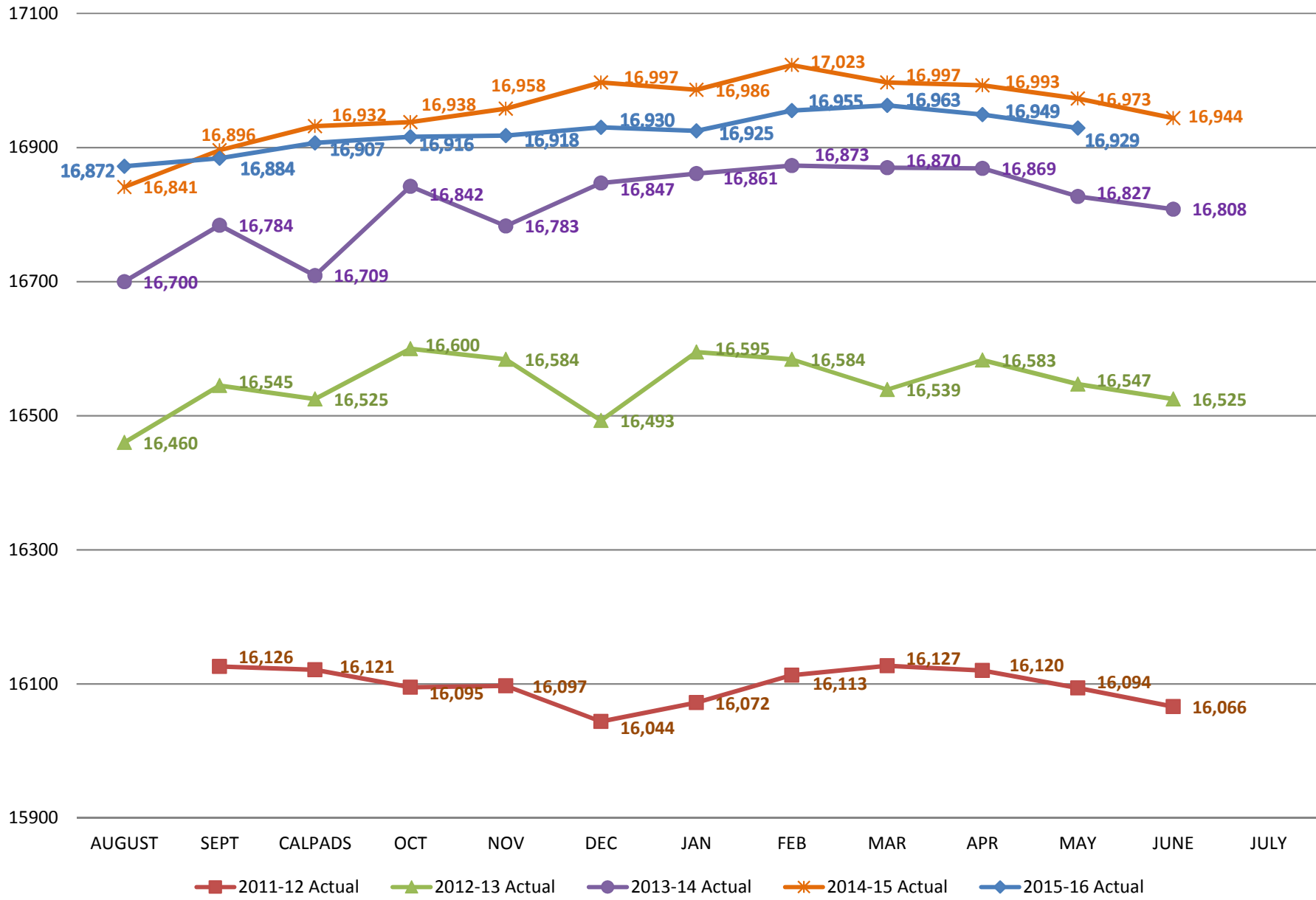
Information only.

### **ADDITIONAL MATERIAL**

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



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



**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: June 22, 2016

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

**CERTIFICATION OF SIGNATURES (Cline)**

---

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc... A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

**ADDITIONAL MATERIAL**

Attached: Oxnard School District Certification of Signatures (3 pages)

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

I, Dr. Cesar Morales, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.\* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of June 22, 2016 through December 31, 2016.

Date of Board Action: June 22, 2016      Signature: \_\_\_\_\_  
Dr. Cesar Morales,  
Superintendent/Secretary to  
the Board of Trustees

**PART I**

Signatures of Members of the Board

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_  
Debra M. Cordes, Clerk      Albert G. Duff, Sr., Member  
of the Board of Trustees      of the Board of Trustees

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_  
Ernest Morrison, Member      Denis O'Leary, Member  
of the Board of Trustees      of the Board of Trustees

Signature: \_\_\_\_\_  
Veronica Robles-Solis, President  
of the Board of Trustees

\*Education Code Sections  
42632, 42633

**PART 2**

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

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

Dr. Cesar Morales

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature to PL874 Application, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

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

Dr. Jesus Vaca

Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

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

Lisa Cline

Title: Deputy Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature for PL874 Application and Warrant Orders.

Page Three

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

Robin I. Freeman

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

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

Janet Penanhoat

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

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

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jonathan Koch **DATE OF MEETING:** June 22, 2016

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

**TITLE:** Establish/Abolish/Increase/Reduce Hours of Position

---

**DESCRIPTION OF AGENDA ITEM:**

**Establish**

a five and a half hour, 183 day Paraeducator I, position number 7708, to be established at Curren school. This position will be established to provide additional support.

**Increase**

a five hour, 192 day Site Technology Technician, position number 7132, to be increased to five hours and forty five minutes at Kamala School. This position will be increased to provide additional support.

**FISCAL IMPACT:**

Cost for Paraeducator I - \$27,630.00 Site funds  
Cost for Site Technology Tech - \$3,889.00 Site funds

**RECOMMENDATION:**

Approve the establishment and increase of positions, as presented

**ADDITIONAL MATERIAL(S):** None

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jesus Vaca/Jonathan Koch    **DATE OF MEETING:** June 22, 2016

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

**TITLE: Personnel Actions (Vaca/Koch)**

---

**DESCRIPTION OF AGENDA ITEM:**

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

**RECOMMENDATION:**

Approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL(S):**

Classified Personnel Actions  
Certificated Personnel Actions

**CERTIFICATED PERSONNEL**

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

**NEW HIRES**

Guadalupe Bedolla	Substitute Teacher	2015/2016 School Year
Nadine Jenson	Substitute Teacher	2015/2016 School Year
Chelsea Jones	Substitute Teacher	2015/2016 School Year
Melody Rodriguez	Substitute Teacher	2015/2016 School Year

**RETIREMENT**

Rebecca Caron	Resource Specialist, McAuliffe	June 30, 2016
Michael F. Castella	Teacher, Science, Frank	June 18, 2016

**RESIGNATION**

Linda Boyd	Teacher, Transitional Kindergarten, Rose Avenue	June 17, 2016
Melissa Dickerson	Teacher, Special Ed DHH, Marshall	June 17, 2016
Charles R. Fennell	Teacher, Science, Chavez	June 17, 2016
Maureen Hayes	Teacher, Physical Education, Kamala	June 16, 2016
Glenn Hening	Teacher, Mathematics, Lemonwood	June 17, 2016
Linda Kimball	Teacher, Science, Haydock	June 17, 2016
Joseph Litchfield	Teacher, Grade 2, Rose Avenue	June 17, 2016
Reyna L. Lopez	Teacher, Mathematics, Soria	June 17, 2016
John E. Moffitt	Teacher, Spanish, Frank	June 17, 2016
Dawn Moreau	Teacher, Kindergarten, Drifill	June 17, 2016
June Palazzo	Resource Specialist, Lemonwood	June 17, 2016
Nicole Wilson	Elementary Support Teacher, Rose Avenue	June 17, 2016

**LEAVE OF ABSENCE**

Monica Durazo-Farias	Teacher, 2 SEI, Marina West	9/12/16 – 1/9/17
Bethiana Magallanes White	Speech/Language Specialist, Pupil Svcs.	6/18/16 – 7/1/19



June 22, 2016

ANNUAL TEACHER ASSIGNMENT REPORT  
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2  
2016/2017

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

**Education Code 44256 (b)** allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<b><u>Name</u></b>	<b><u>Subject</u></b>
Martha A. Highfill	Music / ESC

**Education Code 44258.2** allows the holder of a single subject or standard secondary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<b><u>Name</u></b>	<b><u>Subject</u></b>
Suzanne Dempsey	Survey (Art) / Haydock

## CLASSIFIED PERSONNEL ACTIONS

June 22, 2016

**New Hire**

Cruz Jr., Martin	Paraeducator III, Position #2883 Pupil Services 5.75 hrs./183 days	08/16/2016
Gilliam, Kenneth	Paraeducator II, Position #2260 Pupil Services 5.75 hrs./183 days	06/06/2016
Gomez-Palacios, Jimmy	Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	06/06/2016
Medrano, Evangelina	Child Nutrition Worker, Position #2678 Soria 5.0 hrs./185 days	05/31/2016

**Exempt**

Gonzalez, Misraim	Campus Assistant	05/23/2016
Valencia Jr., Luis M	Campus Assistant	05/09/2016

**Limited Term**

Hernandez, Steven	Paraeducator	05/12/2016
Lara, Alexis	Paraeducator	06/20/2016

**Promotional**

Bernal, Ramses	Locksmith, Position #696 Facilities 8.0 hrs./246 days Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days	06/13/2016
Chavez, Efren	Facilities Materials Specialist, Position #7659 Facilities 8.0 hrs./246 days Maintenance Worker I, Position #5845 Facilities 8.0 hrs./246 days	06/01/2016

**Transfer**

Pelayo, Adriana	Office Assistant II (B), Position #1818 Ramona 6.0 hrs./203 days Office Assistant II (B), Position #5998 Special Education 5.0 hrs./246 days	05/23/2016
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**In Lieu of Layoff**

Lopez, Pamela	NfL Family Liaison, Position #2429 Marina West 6.0 hrs./180 days NfL Family Liaison, Position #2429 Marina West 8.0 hrs./180 days	07/11/2016
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**Resignation**

Mildenhall, Julia	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days	06/23/2016
Ng, Michelle	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days	06/23/2016

**Retirement correction**

Cisneros, Elidia	Attendance Accounting Technician, Position #2269 Kamala 8.0 hrs./210 days	<del>7/29/2016</del> 06/30/2016
------------------	--	---------------------------------

**Retirement**

Gomez, Yolanda	Office Assistant II, Position #2215 Frank 6.0 hrs./192 days	09/08/1997-6/30/2016
Vasquez, Carmen	Paraeducator III, Position #1956 Pupil Services 5.75 hrs./183 days	02/04/1991-6/18/2016

**BOARD AGENDA ITEM**

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **June 22, 2016**

- 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 \_\_\_\_\_

**Approval of the Oxnard School District and Oxnard Educators Association (OEA) 2015-16 Collective Bargaining Agreement (Vaca)**

---

**DESCRIPTION OF AGENDA ITEM:**

The Oxnard School District (District) and the Oxnard Educators Association (OEA) have reached a tentative agreement for the 2015-2016 school contract year. The negotiating teams met from October 2015 through May 2016. The following articles were revised:

- ARTICLE VI: LEAVES OF ABSENCE
- ARTICLE X: PEER ASSISTANCE AND REVIEW (Memorandum of Understanding)
- ARTICLE XIX: SALARIES
- ARTICLE XXVIII: TERM OF AGREEMENT
- ARTICLE XXX: ELEMENTARY (K-6) COMPENSATION
- ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION
- APPENDIX E: 2015-2016 Salary Schedule (Credentialed Teachers)

**FISCAL IMPACT:**

\$192,700 from the general fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

**ADDITIONAL MATERIAL(S): (Attached)**

Revisions to 2015-2016 Collective Bargaining Agreement between the District and OEA  
Email dated 6/2/16 from OEA President confirming ratification of the 2015-16 contract

**DISTRICT GOALS (S):**

*District Goal One: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities*

1 **ARTICLE VI: LEAVES OF ABSENCE**

2  
3 **PREGNANCY DISABILITY AND MATERNITY LEAVE (PDL)**

4 1. Employees **Bargaining unit members** covered by this Agreement  
5 shall be entitled to use personal illness leave (sick leave) as set forth in  
6 this Agreement for disabilities caused or contributed to by pregnancy,  
7 miscarriage, childbirth, and recovery therefrom on the same terms and  
8 conditions governing leave of absence for other illnesses, injuries, or  
9 medical disabilities.

10 2. The length of such pregnancy disability leave, including the date on  
11 which the leave shall commence and the date on which the ~~employee's~~  
12 **bargaining unit member's** duties with the District are to be resumed,  
13 shall be determined by the **bargaining unit member** ~~employee~~ and the  
14 **bargaining unit member's** ~~employee's~~ physician, subject to the following  
15 conditions: a **bargaining** unit member who is pregnant may continue in  
16 active employment as late into her pregnancy as she desires provided she  
17 is properly able to perform her required duties and responsibilities and has  
18 submitted the necessary doctor's certificate.

19 This clause shall entitle the affected ~~employee~~ **bargaining unit**  
20 **member** to thirty (30) working days of pregnancy disability leave, provided  
21 such leave is contiguous to the beginning of the disability and to childbirth.  
22 ~~Any portion of such leave that extends into and beyond the seventh week~~  
23 ~~without a doctor's verification shall be counted as and against Family Care~~  
24 ~~Leave. Absent such verification after six weeks, the leave shall not be~~  
25 ~~deemed leave for which the employee is eligible under Government Code~~  
26 ~~section 12945.~~

27 3. ~~Employees who are members of the bargaining unit~~ **Bargaining**  
28 **unit members** shall be entitled to leave without pay or other benefits for  
29 disabilities caused or contributed to by pregnancy, miscarriage, childbirth,  
30 or recovery therefrom, when all current, accumulated, and differential pay  
31 sick leave has been exhausted (**Federal Family Leave Act, California**  
32 **Family Rights Act and Government Code Section 12945**). The date on  
33 which the ~~employee~~ **bargaining unit member** shall resume duties shall  
34 be determined by the ~~employee~~ **bargaining unit member** on leave and  
35 the ~~employee's~~ **bargaining unit member's** physician; provided, however,  
36 that the District management may require a verification of the extent of  
37 disability.

38 4. ~~This leave policy shall be construed as requiring the Board of~~  
39 ~~Trustees to grant leave with pay only when it is necessary to do so in~~  
40 ~~order that leaves of absence for disabilities caused or contributed to by~~

1 ~~pregnancy, miscarriage, or childbirth be treated the same as leaves for~~  
2 ~~other illnesses, injuries, or disabilities.~~

### 3 4 **SICK LEAVE USE FOR ADOPTION/PATERNITY/FOSTER CARE**

5 A bargaining unit member may use up to thirty (30) contiguous  
6 workdays of accumulated sick leave for the adoption of a child, ***paternity***  
7 ***leave, or placement of a foster care child.*** The ***bargaining*** unit  
8 member shall request such leave at least thirty (30) workdays prior to the  
9 date on which the leave is to begin, except in the event the adoption will  
10 occur in fewer than thirty (30) workdays, in which case the ***bargaining*** unit  
11 member shall request sick leave for adoption, ***paternity, or foster child***  
12 ***placement,*** as soon as practicable. Sick leave requests under this  
13 provision shall be in writing and shall include a statement as to the dates  
14 the ***bargaining*** unit member wishes to begin and end the leave.

15 Adoption, ***paternity, or foster care*** leave benefits shall not be  
16 greater than pregnancy ***disability*** leave benefits. However, if both  
17 adopting parents are bargaining unit members, the maximum combined  
18 leave that both parents/bargaining unit members may use is six weeks: all  
19 six weeks may be used by one bargaining unit member, or each  
20 bargaining unit member may take three weeks or any other combination of  
21 leave not exceeding a total of six weeks.

### 22 23 **CHILD BONDING LEAVE**

24 ***Under California Family Rights Act (CFRA 2016), California Ed.***  
25 ***Code 44977.5, and the Federal Family Leave and Medical Leave Act***  
26 ***of 1993 (FMLA), a bargaining unit member may elect to utilize up to***  
27 ***twelve (12) weeks of Child Bonding Leave occasioned by the birth of***  
28 ***a bargaining unit member's child, or for placement of a child in***  
29 ***connection with the bargaining unit member's adoption or foster***  
30 ***child care.***

31 ***The twelve (12) week Child Bonding Leave shall commence at***  
32 ***the conclusion of the Pregnancy Disability Leave. The twelve (12)***  
33 ***week Child Bonding Leave shall run concurrently with Sick Leave***  
34 ***Use for Adoption/Paternity/Foster Care for a bargaining unit***  
35 ***member's adoption or foster child care.***

36 ***A bargaining unit member has the option of using any***  
37 ***accumulated Personal Illness Leave for the twelve (12) week Child***  
38 ***Bonding Leave. If a bargaining unit member exhausts his/her***  
39 ***accumulated sick leave prior to the expiration of the twelve (12) week***  
40 ***Child Bonding Leave, and continues to be absent from his or her***

1 *duties on account of Child Bonding Leave, the amount deducted*  
2 *from the bargaining unit member's salary for the remainder of the*  
3 *twelve (12) weeks shall be the amount listed on the Substitute*  
4 *Teacher Salary schedule for regular or long term substitutes, or if no*  
5 *substitute is employed, the amount which would have been paid to a*  
6 *substitute employee per the substitute salary schedule.*

7 *An employee shall not be provided more than one twelve (12)*  
8 *week period for Child Bonding Leave per Pregnancy Disability Leave*  
9 *or Adoption/Paternity/Foster Care Leave. However, if a school year*  
10 *terminates before the twelve (12) week period is exhausted; the*  
11 *employee may take the balance of the twelve (12) week period in the*  
12 *subsequent school year.*

### 13

### 14 **SICK LEAVE**

15 1. Personal Illness Unit members shall be granted ten (10) days of  
16 sick leave per year. Sick leave shall be cumulative without limit. Sick  
17 leave shall accrue on a school year basis and be available as of the first  
18 workday of each year. Summer school sessions/YRE intersession shall  
19 be granted an additional one (1) day per year of sick leave to be  
20 cumulative to the regular sick leave unused balance.

21 a. For the purposes of this section, sick leave shall include the  
22 illness of a unit member's child, parent, spouse or domestic  
23 partner. Essential treatments, examinations for diagnostic  
24 purposes, and other absence related to a **bargaining** unit  
25 member's health, shall be allowed as sick leave when such  
26 treatments or examinations need to be scheduled or made  
27 during school time.

28 b. Quarantine Unit members, absent due to quarantine  
29 imposed by health authorities, shall have no salary  
30 deduction, if such absence is covered by days accumulated  
31 for sick leave.

32 c. After all earned leave, as set forth above, is exhausted,  
33 additional non-accumulated leave shall be available for a  
34 period not to exceed five (5) school months. The amount  
35 deducted for leave purposes from the **bargaining** unit  
36 member's salary shall be the amount ~~actually paid~~ **listed on**  
37 **the Substitute Teacher Salary schedule for regular or**  
38 **long term substitutes** ~~a substitute employee to fill the~~  
39 ~~position during the leave~~ or, if no substitute is employed, the  
40 amount which would have been paid to a substitute **per the**

1                    ***substitute teacher salary schedule***. The benefit provided  
2                    by this paragraph is available one time only during any  
3                    school year, any unused leave under this section shall not  
4                    accumulate from year to year.

5                    2.     Personal Necessity Leave   A ***bargaining*** unit member at his/her  
6                    election may claim and deduct up to ~~eight (8)~~ ***ten (10)*** days per year from  
7                    his/her accumulated sick leave for reasons due to personal emergency or  
8                    necessity. Personal necessity leave may be taken for any of the following  
9                    purposes:

- 10                    a.     Death or serious illness of a member of his/her immediate  
11                    family, another relative, or of a close personal friend.
- 12                    b.     Accident involving his/her person or property or the person  
13                    or property of a member of his/her immediate family.
- 14                    c.     Appearance in court as a litigant, as a witness, or other  
15                    absence required under official government order or  
16                    direction.
- 17                    d.     Professional improvement such as registration for courses in  
18                    recognized educational institutions, the taking of graduate or  
19                    other examinations or tests that could not be taken at other  
20                    times. This provision does not include attendance at classes  
21                    or lectures that are available at other times that would not  
22                    conflict with the unit member's obligations to the District.
- 23                    e.     Business transactions of an urgent nature. Such  
24                    transactions must require the presence of the unit member  
25                    and the unit member must furnish evidence or certify that the  
26                    transactions could not be dealt with during off-duty hours.
- 27                    f.     Individual or family responsibilities. Absence of this type  
28                    would include but not be limited to: illness of the immediate  
29                    family\*.  
30                    Problems related to property, graduations, and weddings  
31                    involving self or immediate family, necessary appearances of  
32                    self or member of immediate family in court or other  
33                    governmental agency but not under court order or official  
34                    government order or direction.
- 35                    g.     Acceptance of an honor such as a diploma, a degree, or  
36                    special award from a recognized educational institution,  
37                    governmental agency or generally recognized community  
38                    organization.

39                    \*For the purposes of Personal Necessity Leave, immediate family is  
40                    defined as mother, step-mother, father, step-father, grandmother,

1 grandfather, or a grandchild of the **bargaining** unit member or the spouse  
2 of the **bargaining** unit member and the spouse, son, son-in-law, daughter,  
3 daughter-in-law, brother, step-brother, step-sister, brother-in-law, sister, or  
4 sister-in-law, of the **bargaining** unit member or any relative, domestic  
5 partner or significant other living in the immediate household of the  
6 **bargaining** unit member.

## 7

## 8 **ASSOCIATION LEAVE**

### 9 1. Definitions:

- 10 a. "Association representative" shall mean Association  
11 President, or his or her designees to represent the interests  
12 of the Association.
- 13 b. "Association leave" is hereby defined as leave used by an  
14 Association representative at the direction of the Association  
15 President or his or her designee for the conduct of  
16 Association business.
- 17 c. "Paid Association Leave" shall be leave days granted by the  
18 District to Association representatives where the District will  
19 bear the expense of any substitute for each day of released  
20 Association leave granted.
- 21 d. For the purposes of this Article only, "Association President's  
22 designee" shall be any Association representative or unit  
23 member whom the President has designated to act on his or  
24 her behalf, provided the President has given the Assistant  
25 Superintendent of Human Resources notice of such  
26 designation prior to the taking of any action by such  
27 designee in the place of the President, confirmed in writing  
28 within 24 hours of the designation.

29 2. Each school year the Association President shall be provided with  
30 Paid Association Leave equal to ~~thirty (30)~~ **eighty (80)** percent of the of  
31 the President's duty year. The District will pay the costs, including pro rata  
32 fringe benefits, **to cover thirty (30) percent of the leave. The**  
33 **Association will pay the costs, including pro rata fringe benefits, to**  
34 **cover fifty (50) percent of the leave, which will be for the purpose of**  
35 **conducting Association business. The amount billed to the**  
36 **association will be based upon Column B, Step 1 of the OEA salary**  
37 **schedule as of September 1 of each year.** of the replacement teacher  
38 hired or assigned by the District to cover such ~~thirty (30)~~ percent leave.  
39 Prior to the first day of each school year the Association President shall  
40 meet with the Assistant Superintendent of Human Resources **to discuss**



1 ~~the eighty (80) percent leave and school site administrator to create a~~  
2 ~~calendar for the usage of the thirty (30) percent leave throughout the~~  
3 ~~course of the school year and how the remaining twenty (20) percent of~~  
4 ~~the work days will be fulfilled. The President's assigned position will~~  
5 ~~be held for him/her for up to two consecutive years. After that, the~~  
6 ~~"Return from Leave" section (at the beginning of Article VI, Leaves of~~  
7 ~~Absence) shall apply.~~

8 3. ~~Each school year the Association President shall be provided with~~  
9 ~~additional leave for the purpose of conducting Association business equal~~  
10 ~~to fifty (50) percent of the Association President's duty year. The~~  
11 ~~Association will pay the costs, including pro rata fringe benefits, of the~~  
12 ~~replacement teacher hired or assigned by the District to cover such fifty~~  
13 ~~(50) percent leave. Prior to the first day of each school year the~~  
14 ~~Association President shall meet with the Assistant Superintendent of~~  
15 ~~Human Resources and school site administrator to create a calendar for~~  
16 ~~the usage of the fifty (50) percent Paid Association Leave throughout the~~  
17 ~~course of the school year.~~

18 4. ~~Each school year Association representatives, when authorized by~~  
19 ~~the President, may utilize up to a maximum of fifty (50) days of Paid~~  
20 ~~Association Leave to conduct the business of the Association. The District~~  
21 ~~shall provide additional Paid Association Leave for a maximum of six~~  
22 ~~Association bargaining team members for the purpose of preparing for~~  
23 ~~and conducting collective bargaining.~~

24 5. ~~The Association may purchase a maximum of fifty (50) additional~~  
25 ~~leave days for Association business by paying the cost of a substitute for~~  
26 ~~each day purchased. The Association may use such additional days for~~  
27 ~~tasks including but not limited to (a) unit members working in year-round~~  
28 ~~schools to attend Association (including CTA and NEA) meetings and~~  
29 ~~training sessions; and (b) the representation of unit members or the~~  
30 ~~Association in grievances to enforce the terms and conditions of this~~  
31 ~~collective bargaining agreement.~~

32  
33  
34  
35 **ARTICLE X: PEER ASSISTANCE AND REVIEW**

36 PREAMBLE: The Oxnard Educators Association and the Oxnard  
37 School District strive to provide the highest possible quality of education to  
38 the students of Oxnard. Both parties agree that optimum student  
39 performance can be achieved only if there is a highly qualified teacher in  
40 every classroom. In order for students to succeed in learning, teachers

1 must succeed in teaching. The parties believe that all teachers, even the  
2 most skilled, must focus for continuous improvement in their professional  
3 practice. Therefore, the parties agree to cooperate in the design and  
4 implementation of a Peer Assistance and Review program (PAR) to  
5 improve the quality of instruction.

6 Peer Assistance and Review (PAR) Committee

7 1. The PAR committee will consist of five (5) members. Members of  
8 the PAR committee will include the Association President or designee, two  
9 (2) members selected by the Association, the Assistant Superintendent,  
10 Human Resources or designee, and one (1) other member appointed by  
11 the District. The PAR committee will establish the operational procedures  
12 of the committee, including the method for the selection of a chairperson.  
13 All decisions and/or recommendations will pass by a minimum of four  
14 votes.

15 2. The PAR committee will establish the meeting schedule. To hold  
16 meetings, four of the five members of the PAR committee must be  
17 present. Such meetings may take place during the regular workday, in  
18 which event teachers who are members of the committee will be released  
19 from their regular duties without loss of pay. PAR teacher committee  
20 members will receive an annual stipend in the amount of \$2,000.

21 3. The PAR committee, by a minimum of four votes, will adopt  
22 guidelines for implementing the provisions of this Article. Said guidelines  
23 will be consistent with the provisions of the Agreement and the law, and to  
24 the extent the Agreement has an inconsistency, the Agreement will prevail  
25 and to the extent the Agreement is inconsistent with the law, the law will  
26 prevail.

27 4. The PAR committee will assign the consulting teacher to a  
28 participating teacher. The participating teacher has the right to meet with  
29 the PAR committee to discuss the assignment of the consulting teacher  
30 within two weeks of notification.

31 5. It is intended that all documentation and information related to

participation in the PAR program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq.

6. The PAR committee reviews the final report prepared by the consulting teacher and makes a recommendation(s) to the Governing Board regarding the referred participating teacher's progress in the PAR program.

7. The PAR committee is responsible for evaluating annually the impact of the PAR program in order to improve the program.

Participating Teachers: A referred participating teacher is a unit member with permanent status who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance.

There are three (3) categories of participating teachers.

A. Referred Teacher Participants (RTP)

1. Permanent unit members who exhibit performance deficiencies in the Formal Observation process, and have received a "Needs Improvement" rating by the site evaluator in one or more of Parts 1, 2, 3 or 4, may participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.

2. Permanent unit members who exhibit performance deficiencies in and have received a "Needs Improvement" rating by the site evaluator on the Evaluation of Certificated Personnel Summary Evaluation Report in one or more of Parts 1, 2, 3 or 4, shall be required to participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.

3. Permanent unit members who exhibit performance deficiencies and have received an "Unsatisfactory" rating by the site evaluator on the Evaluation of Certificated Personnel Summary Evaluation Report in one or more of Parts 1, 2, 3 or 4, shall be required to participate in the PAR program as an intervention.

4. The PAR committee will forward the final report to the Governing Board.

5. The results of the participating teacher's participation in the PAR program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et. seq.

B. Volunteer Teacher Participants (VTP)

1. A permanent unit member who seeks to improve his/her teaching performance may request the PAR committee to assign a consulting teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the consulting teacher will play no role in the evaluation of the

teaching performance of a volunteer teacher participant. The VTP may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

2. Site evaluator must approve the VTP's participation in PAR program.

C. Non-Permanent Teacher Participants (NPTP)

1. Non-permanent unit members who exhibit performance deficiencies in the Formal Observation process, and have received a "Needs Improvement" rating by the site evaluator in one or more of the Standards upon which they are being evaluated, may be required to participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.

2. The decision of the site evaluator to refer a non-permanent unit member to the PAR Program will not be subject to the grievance procedure presented in Article XXIII of the Agreement.

Consulting Teachers

1. A consulting teacher is a tenured unit member who provides assistance to a participating teacher pursuant to the PAR program. Consulting teachers will possess the following qualifications:

- a. At least five (5) years of recent experience in the District as a teacher.
- b. Demonstrated exemplary teaching ability.
- c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of students in different contexts.
- d. Ability to communicate effectively both orally and in writing.
- e. Ability to work cooperatively and effectively with others.
- f. Familiar with the California Standards for the teaching profession.

2. A consulting teacher provides assistance to a participating teacher in improving instructional performance. This assistance will typically include:

- a. Setting and discussing performance goals with the participating teacher and assist in developing a performance improvement plan (PIP).
- b. Multiple observations of the participating teacher

during periods of classroom instruction.

- c. Meeting and consulting with the principal or designee of a referred participating teacher.
- d. Demonstrating good practice to the participating teacher.
- e. Using school district resources to assist the participating teacher.
- f. Monitoring the progress of the participating teacher and maintaining a written record.
- g. Making status reports to the PAR committee for a referred participating teacher.

3. In order to fill a position of consulting teacher, a notice of vacancy will be posted at all sites and in the District office. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a consulting teacher.

All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

4. Consulting teachers shall be selected by a minimum of four votes of the PAR committee.

5. Consulting teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR program. The committee will monitor and evaluate the effectiveness of the consulting teacher and will make decisions regarding their continuation in the program. The PAR committee may remove a consulting teacher from the position at any time because of the specific needs of the PAR program, inadequate performance of the consulting teacher or other just cause. Prior to the effective date of such removal, the PAR committee will provide the consulting teacher with a written statement of the reasons for the removal, and, at the request of the consulting teacher, will meet with him/her to discuss the reasons.

6. ~~Expenditures for the PAR program shall not exceed revenues received from BTSA funds and funds made available through the passage of ABIX without mutual agreement of the parties.~~ ***The PAR program will be funded from the General Fund.***

7. The number of consulting teachers in any school year will be determined by the PAR committee based upon participation in the PAR program, the budget available and other relevant considerations.

8. The term of a consulting teacher will be ~~three (3)~~ two (2) years. A teacher may not serve consecutive terms in the position of a consulting teacher. A consulting teacher may reapply after returning for one year to the classroom.

9. In addition to the regular salary, a consulting teacher will receive per diem pay for all days worked beyond the regular work year.

10. Consulting teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site. ***Consulting teachers will have the right to apply for positions at their previous site after all site teachers have applied, but before positions are advertised district wide.***

11. Full time consulting teachers shall have a caseload determined by a ratio of consulting teachers to participating teachers. This ratio is dependent on the amount of intervention time determined by the PAR committee and consulting teachers.

12. The PAR program encourages a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review. Prior to working with a participating teacher, the consulting teacher will meet with the principal or immediate supervisor to review and discuss the case.

13. At the request of the participating teacher or the consulting teacher, the PAR committee may assign a different consulting teacher to work with the teacher at any time during the year.

14. The District agrees to indemnify and hold harmless the Association, any Association members on the PAR committee, and consulting teachers for any liability arising out of their participation in the PAR program as provided in Education Code Section 44503 Subdivision (c) and Government Code Section 820.2.

***This Memorandum will be reviewed and evaluated by the PAR Committee no later than April 1 of each year to assess case load, effectiveness, and need for additional support staff.***

***This Memorandum of Understanding shall sunset on June 30, 2018.***

**ARTICLE XIX: SALARIES**

6. **SUMMER SCHOOL, AND INTERSESSION, AND SATURDAY SCHOOL** The summer school/intersession/*Saturday School* rate of pay shall be based upon the **1.5 times the** rate of pay in Schedule II. ***There will be at least one hour paid preparation for every four (4) hours worked.***

10. **CREDENTIAL/CERTIFICATE INCREMENTS** ~~Teachers of classes for mentally challenged students are granted an additional \$400.00 per annum. Teachers possessing a California special education specialist credential/certificate and teaching in a special education class are granted an additional \$400.00 per annum. Teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification are granted an additional \$400.00 per annum.~~ ***Bargaining unit members possessing a California special education specialist credential/certificate and teaching in special education are granted \$1000 per annum.***

***Bargaining unit members possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification or in a position requiring a BCLAD are granted \$1000 per annum. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.***

## 11. CLASS (EDUCATION)

Unit members, including new employees, shall be placed on the appropriate class of the salary schedule.

Effective July 1, 1979, for employees hired on or after July 1, 1979, Class F of the salary schedule shall require a Master's Degree. Effective May 2, 2011, for employees hired on or after May 2, 2011 must have a Master's or Doctorate to be placed on Class F.

All units of credit for placement on the salary schedule above Class A must be semester unit equivalents and must be graduate or upper division courses taken subsequent to the granting of the Bachelor's Degree. ***The District will also grant employees credit for time in internship programs with any institution that is recognized by the California Commission on Teacher Credentialing.*** In the interpretation of "work taken subsequent to the granting of the degree," "subsequent" is considered to be related to the fulfillment of requirements rather than the date of the degree.

Credit for placement on the salary schedule beyond Class A for course work taken prior to the granting of the degree will be granted if the applicant's educational institution has granted graduate credit for these units. Lower division course work in reading/writing and/or conversational Spanish and computers are acceptable. Credit may be given for other lower division courses with the approval of the District Professional Growth Committee (Article XV, Professional Growth).

## ARTICLE XXX: ELEMENTARY (K-6) COMPENSATION

1. Teachers may volunteer to accept students into their class when requested to do so by a site administrator on occasions when no substitute is available for the day.

2. If the students for which there is no substitute teacher continue in the classroom beyond one hour at the start of the student day, ~~\$210/day~~ ***the rate of pay shall be based upon the rate of pay in Schedule II times six (6) hours (Article XIX: Salaries.4 Schedule II).*** This will be divided by no more than six (6) teachers. For continuity of instruction, the students need to be placed within one grade level of their actual grade.



## **ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION**

### **Teachers on Special Assignment (TOSAs)**

1. Teachers on Special Assignment will have a minimum of 3 years of classroom teaching experience.
2. The term for a Teacher on Special Assignment will be 3 consecutive years. At the end of that time, the position will be advertised district wide per contract and the teacher may reapply. ~~Any Teacher on Special Assignment, who has completed 3 years as a TOSA by the end of the 2014-15 school year, will have their position advertised district wide for the upcoming 2015-16 school year.~~
3. ***After site vacancies have been posted (per Article VII: Transfer and Reassignment, Section 2 and Section 3) for two (2) days, Teachers on Special Assignment at a site, may apply for any remaining vacancies at the site. This will occur before said vacancies are advertised district wide.***

## **ARTICLE XXVIII: TERM OF AGREEMENT**

This agreement shall remain in full force and effect up to and including June 30, ~~2015~~ **2016** and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, ~~2015~~ **2016**, or March 15 of any successive year, and no later than April 15, ~~2015~~ **2016** or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.

**2015-2016 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

**OXNARD SCHOOL DISTRICT**

1051 South "A" Street  
 Oxnard, California 93030  
 805/385-1501 [www.oxnardsd.org](http://www.oxnardsd.org)



**2015-2016 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

	Class A Bachelor's Degree	Class B Bachelor's + 15 Units	Class C Bachelor's + 30 Units	Class D Bachelor's + 45 Units	Class E Bachelor's + 60 Units	Class F Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$46,467	\$46,467	\$47,768	\$50,472	\$53,171	\$55,860
Step 2	\$46,467	\$46,961	\$49,776	\$52,592	\$55,398	\$58,211
Step 3	\$46,467	\$48,941	\$51,863	\$54,798	\$57,725	\$60,654
Step 4	\$47,943	\$50,994	\$54,038	\$57,093	\$60,147	\$63,206
Step 5	\$49,948	\$53,134	\$56,315	\$59,495	\$62,679	\$65,857
Step 6	\$52,053	\$55,365	\$58,676	\$61,991	\$65,306	\$68,627
Step 7	\$54,241	\$57,687	\$61,136	\$64,598	\$68,060	\$71,506
Step 8	\$56,519	\$60,116	\$63,706	\$67,313	\$70,911	\$74,511
Step 9	\$58,887	\$62,644	\$66,382	\$70,140	\$73,886	\$77,638
Step 10	\$61,363	\$65,261	\$69,169	\$73,087	\$76,989	\$80,898
Step 11	\$63,943	\$68,007	\$72,067	\$76,157	\$80,222	\$84,300
Step 12	\$66,631	\$70,861	\$75,098	\$79,352	\$83,592	\$87,838
+1**	\$68,630	\$72,987	\$77,351	\$81,732	\$86,100	\$90,474
+2**	\$69,296	\$73,695	\$78,102	\$82,526	\$86,935	\$91,352
+3**	\$69,962	\$74,404	\$78,853	\$83,319	\$87,771	\$92,230
+4**	\$70,629	\$75,112	\$79,604	\$84,113	\$88,607	\$93,109
+5**	\$71,295	\$75,821	\$80,355	\$84,906	\$89,443	\$93,987
+6**	\$71,961	\$76,530	\$81,106	\$85,700	\$90,279	\$94,865
+7**	\$72,628	\$77,238	\$81,857	\$86,493	\$91,115	\$95,744
+8**	\$73,294	\$77,947	\$82,608	\$87,287	\$91,951	\$96,622

**CLASS (Education).** All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelor's degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges *and/or an institution recognized and accredited by the California Commission on Teacher Credentialing.*
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelor's degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is only given for computers, Spanish reading, writing and language.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

**STEP (Experience).** Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

**VERIFICATIONS.** Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F. Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

**DEGREE INCREMENTS** in the amount of \$400 shall be added to the scheduled salary for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

**SPECIAL STIPENDS.** An additional \$400 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification.

**\*\*ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 15<sup>th</sup> year-3% , 18<sup>th</sup> year-4%, 21<sup>st</sup> year-5%, 24<sup>th</sup> year-6%, 27<sup>th</sup> year-7%, 30<sup>th</sup> year- 8%, 33<sup>rd</sup> year-9% and 36<sup>th</sup> year-10%. Years of service must be in the Oxnard School District.

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**From:** Robin Lefkovits [mailto:oxnardea@gmail.com]  
**Sent:** Thursday, June 02, 2016 10:07 AM  
**To:** Vaca, Jesus; Cline, Lisa  
**Cc:** Morales, Cesar; Mary Jordan  
**Subject:** OEA Contract Ratification

Dear Jesus and Lisa,

This is to inform you that the 2015-2016 contract was ratified by the members of OEA on June 1, 2016.

Sincerely,

Robin Lefkovits, President  
Oxnard Educators Association  
805 981-6424

**BOARD AGENDA ITEM**

Name of Contributor: Robin I. Freeman/Lisa Cline      Date of Meeting: 6/22/16

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

**APPROVAL OF OXNARD SCHOOL DISTRICT 2016-17 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Freeman/Cline)**

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The Board of Trustees will receive a presentation on the Oxnard School District’s Local Control and Accountability Plan (LCAP).

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the Oxnard School District 2016-17 Local Control and Accountability Plan (LCAP) as presented.

**ADDITIONAL MATERIAL**

Attached:      Oxnard School District 2016-17 Local Control and Accountability Plan  
                    (120 pages)

**Introduction:**

Oxnard School District is located in Oxnard, California, the largest city in Ventura County. The district is composed of twenty school sites: eleven K-5 schools, six K-8 schools and three middle schools, grades 6-8. The district is as ethnically and culturally diverse as the city of Oxnard: 92% of students are Hispanic; 3% are White, with 1.6 % Filipino, 1.2% African American and .8% Asian.

In July 2013, Dr. Cesar Morales was selected as the Superintendent to lead the Oxnard School District through several major reforms and initiatives. The use of 1:1 technology by all students enhances the mastery of Common Core State Standards (CCSS). A Dual Language program option is available at seven school sites. Each school has a STEAM (Science, Technology, Engineering, Arts and Mathematics) strand focus. This focus is evident in lessons, projects and communication to parents.

Mathematics textbooks written to the CCSS were adopted and implemented in 2015-16. Professional development focused on mathematics, English Language Development standards, SIOP (Sheltered Immersion Observation Protocol), and CHAMPS – an approach to positive behavior. Personnel changes included a new Educational Services department: Assistant Superintendent, Director of Curriculum and Accountability, Director of Pupil Services, Director of Special Education, and Director of Information Technology.

A counselor and outreach consultant were added to each school site to support the social/emotional development of students and to help families connect with community-based resources. With almost 17,000 students and increasing enrollment, the District has modernized several facilities and is undergoing construction on three existing school sites. To accommodate growing enrollment, the district is planning for new middle school and elementary sites in the future.

We continue our focus on improving student achievement. Our actions and services demonstrate this commitment with support for English Language Arts, English Language Development and Mathematics. Success in these areas is vital to our mission of creating students who are college and career ready. Teaching and learning in these core content areas are on the forefront of our efforts in 2016-17.

**LEA:** Oxnard

**Contact:** Robin Freeman, Assistant Superintendent Educational Services, rfreeman@oxnardsd.org, (805)385-1501

**LCAP Year:** 2016-17

***Local Control and Accountability plan and Annual Update Template***

*The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

### **State Priorities**

*The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the*

priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

#### **A. Conditions of Learning:**

**Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

**Implementation of State Standards:** implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)

**Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

**Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

**Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

#### **B. Pupil Outcomes:**

**Pupil achievement:** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

**Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

#### **C. Engagement:**

**Parental involvement:** efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school

*graduations rates. (Priority 5)*

***School climate:*** *pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)*



## Section 1: Stakeholder Engagement

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

### Guiding Questions:

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP

The Oxnard School District LCAP Committee is composed of classified, certificated and management employees of the district, including representative from the collective bargaining unit executive boards. Parents and community members are also part of the committee. The committee chair is the Assistant Superintendent, Educational Services.

#### February 16, 2016

The LCAP Committee reviewed the actions/services for 2015-16 and the current status of each action/service was shared: actions/services were noted as completed, in process or not in process. The committee brainstormed ideas for consideration as actions/services for 2016-17.

#### February 17, 2016

An update on actions/services included in the LCAP for 2015-16 was presented to the Governing Board of the Oxnard School District. Board members learned which actions/services had been completed, which were in process, which still needed to be completed and which could not be completed and would be revised for 2016-17.

#### March 8, 2016

A review of the 2015-16 LCAP was shared with the Parent Advisory Committee, composed of parent volunteers from each of the 20 school sites. Parents asked that we continue efforts to increase interventions/tutoring; offer Special Education Workshops for general education teachers; develop actions that encourage parent involvement in school; consider training campus supervisors and teachers in CPR.

#### Week of March 13 – 19, 2016

The Assistant Superintendent and a Director from Educational Services interviewed students from five school sites in grades 6 – 8. Students were informed of actions/services from the current LCAP that directly impact them. Students were asked to evaluate whether the actions/services were effective and asked for suggestions for next year's LCAP. Site principals were in attendance and took notes on ways they can include suggestions at the site level.

#### March 22, 2016

The LCAP Committee met to discuss actions/services identified at the February 16, 2016 meeting. Suggestions were vetted and then ranked in

The LCAP Committee provided feedback on the actions/services in place during the current year. Ways to implement a few of the actions/services were offered.

Interventions and tutoring remain as actions/services provided for students. Each school site will include these services in the Single Plan for Student Achievement (SPSA). Special Education will be a topic for staff professional development as part of the Educator Effectiveness grant. Parent involvement and parent training will be services offered at each school site and training at the district level will continue for parent groups. CPR will continue to be offered to staff to ensure student and staff safety.

Students indicated they were satisfied with the actions/services offered for them as part of the LCAP. Suggestions were made to offer additional opportunities for student to feel connected to school, such as dances, field trips and after school activities. Students also indicated that teachers and students need to focus on building relationships to improve student engagement in the learning process.

The list of actions/services was provided to the Superintendent and Cabinet to identify costs, determine which actions/services could be

order of priority, acknowledging that all suggestions could not be funded in one year.

April 13, 2016

Cabinet members consulted with the Ventura County Office of Education (VCOE) Educational Services and Business Services to identify areas of the LCAP annual update and draft that needed further consideration and review.

May 10, 2016

The LCAP draft presented to Parent Advisory Committee for review.

May 19, 2016

LCAP draft was presented to the K-8 and K-5 principals at a meeting.

May 26, 2016

The LCAP draft presented to the District English Learner Advisory Committee for review.

June 1, 2016

The LCAP draft presented to the public for review and comment.

June XX, 2016

Superintendent to provide written response to comments received.

June 22, 2016

Governing Board to approve LCAP.

added to the LCAP, and which would be recommended to the Governing Board as part of the LCAP for 2016-17 through 2018-19.

Consultants from VCOE recommended that the LCAP be consolidated from four goals to three since the actions/services listed in Goal 3 related to Human Resources fit well under Goal 1 which focuses on improving student achievement. Actions/services in Goal 4 that support social/emotional health and school safety were added to Goal 2. The new Goal 3 focuses on parent involvement and communication. Consultants also noted that many actions/services focus on the needs of the district's English Learners, Low Income and Homeless Students and Foster Youth; these students are a significant part of our student population and their needs are identified for actions/services in the plan.

A few questions were asked about specific actions/services at school sites. Parents were directed to Section 2, Goal 1, Action/Service 1.21. Decisions on how these funds are allocated are made by School Site Council and documented in the Single Plan for Student Achievement.

A suggestion was made to consider a late bus so English Learners who need additional support can stay after school for intervention or tutoring.

<p><b>Annual Update:</b></p> <p>February 16, 2016 - District had the first LCAP Committee Meeting. District LCAP Committee consists of 9 Parents, 3 Principals, 1 Community at-large Member, 1 Foster Youth Representative, 6 Teacher Representatives, 2 Support Service Representatives, 2 Classified Employee Representatives, and 4- Administrators. At this meeting, the 2015-16 LCAP goals and actions/services were reviewed and progress on all actions/services was offered. The Committee provided feedback on the 2015-16 LCAP and made suggestions and offered modifications of these actions/services for the 2016-17 LCAP.</p> <p>March 13-19, 2016 – A discussion was held with middle school students on actions/services in the 2015-16 LCAP.</p>	<p><b>Annual Update:</b></p> <p>Committee stated that actions/serves that directly affected students such as lower class size, Extra Support Teachers and site TOSAs were beneficial.</p> <p>Discussion was held about results thus far, opportunities to add additional services such as more grade levels for class size reduction and more intervention services.</p> <p>Students appreciated the services discussed and offered recommendations for improvement. These recommendations were noted by principals and will be considered by SSC for SPSA.</p>
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**Section 2: Goals, Actions, Expenditures, and Progress Indicators**

**Instructions:**

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with,

and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

**Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA’s goals. Duplicate and expand the fields as necessary.**

**Goal:** Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

**Related State and/or Local Priorities:** Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

**Identified Need:** Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

**Schools:** Identify the schoolsites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

**Applicable Pupil Subgroups:** Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

**Expected Annual Measurable Outcomes:** For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control

Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

**Actions/Services:** For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

**Scope of Service:** Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

**Pupils to be served within identified scope of service:** For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

**Budgeted Expenditures:** For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

**Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to parent and pupil “Engagement” (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA’s goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA’s goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?

- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

<b>GOAL:</b>	Goal 1 - All students will reach high academic standards in reading and mathematics.Goal	Related State and/or Local Priorities: X 1 X 2 X 3 X 4 X 5 X 6 X 7 X 8 Local: N/A				
<b>Identified Need:</b>	<p>2014-15 baseline CAASSP ELA scores of <i>Standard Not Met</i> district-wide for all students and especially for English Learners, Low Income, Foster and Homeless Youth indicate a need to improve.</p> <p>2014-15 baseline CAASSP mathematics scores <i>Standard Not met</i> district-wide for all students and especially for English learners, low socio-economically disadvantaged and Foster Youth indicate a need to improve.</p> <p>Reclassification rates for English learners, through comparable to County and State averages, need to increase.</p> <p>AMAO 1 and AMAO 2 rates for English learners improving in English and becoming <i>Proficient</i> need to increase.</p> <p>Continue to evaluate professional development to improve access and teacher satisfaction with professional learning opportunities</p>					
<b>Goal Applies to:</b>	<table border="1"> <tr> <td style="background-color: #cccccc;"><b>Schools:</b></td> <td>All</td> </tr> <tr> <td style="background-color: #cccccc;"><b>Grades:</b></td> <td>All</td> </tr> </table>	<b>Schools:</b>	All	<b>Grades:</b>	All	
<b>Schools:</b>	All					
<b>Grades:</b>	All					
<b>Applicable Pupil Subgroups:</b>	All					
<b>LCAP Year 1</b>						

<p><b>Expected Annual Measurable Outcomes:</b></p>	<p>Increase the baseline percentage of English Learners, Foster Youth and Low-Income students scoring standards <i>Met</i> or <i>Exceeded</i> on the CAASSP Assessments by 5% in 2015-16 and 5% in 2016-17.</p> <ul style="list-style-type: none"> <li>• Baseline 2014-15 scores ELA <i>Met</i> or <i>Exceeded</i> - English Learners 6%; 2015-16 goal 11%, 2016-17 goal 16%</li> <li>• Baseline 2014-15 scores ELA <i>Met</i> or <i>Exceeded</i> - Low Income 17%; 2015-16 goal 22%, 2016-17 goal 27%</li> <li>• Baseline 2014-15 scores Mathematics <i>Met</i> or <i>Exceeded</i> - English Learners 6%; 2015-16 goal 11%, 2016-17 goal 16%</li> <li>• Baseline 2014-15 scores Mathematics <i>Met</i> or <i>Exceeded</i> - Low Income 11%; 2015-16 goal 16%, 2016-17 goal 21%</li> <li>• Baseline 2014-15 scores ELA/Mathematics <i>Met</i> or <i>Exceeded</i> Foster Youth, - not reported on statewide Dataquest, a local measure will be established for 2016-17.</li> </ul> <p>Increase the 2014-15 baseline percentage of students scoring <i>Met</i> or <i>Exceeded</i> for the CAASSP Assessments by 5% each year after initial test in 2014-15.</p> <ul style="list-style-type: none"> <li>• Baseline 2014-15 scores ELA <i>Met</i> or <i>Exceeded</i> district wide 20%; 2015-16 goal 25%, 2016-17 goal 30%</li> <li>• Baseline 2014-15 scores Mathematics <i>Met</i> or <i>Exceeded</i> district wide 13%; 2015-16 goal 18%, 2016-17 goal 23%</li> </ul> <p>Increase the percentage of EL students meeting AMAO 1 from 48.6% in 2014-15 to 53.6% in 2015-16 and 58.6% in 2016-17.</p> <p>Increase the percentage of EL students meeting AMAO 2 &gt; 5yrs from 38.2% in 2014-15 to 43.2% in 2015-16 and 48.2% in 2016-17.</p> <p>Increase the number of English Learner students being reclassified from 11.5% in 2015-16 and by 5% to 16.5% in 2016-17.</p> <p>Increase positive staff satisfaction (Baseline of 85% in 2014-15 to 90% in 2016-17) with district provided professional development as reported by professional development evaluations.</p> <p>Continue to maintain a Middle School Dropout Rate at or below 0.15%.</p> <p>Maintain 100% rate of 8th grade students promoted to high school.</p> <p>API is no longer applicable.</p>		
<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>



<p>Principally directed towards English Learners</p> <p>1.1 Five Teachers on Special Assignment (TOSA) in the English Learner Services Department will support EL instruction and ELD implementation in the classrooms, including integrated ELD in English Language Arts and Mathematics.</p>	<p>LEA - Wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of five TOSAs salaries and benefits</p> <p>Unrestricted General Fund \$569,500</p>
<p>Principally directed towards English Learners</p> <p>1.2 English Learner Department and sites receive funding based upon LEP counts, to support site-based EL programs and services as identified in each site's approved Single Plan for Student Achievement.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Based on site allocations in each SPSA and approved by site's School Site Council and District Board of Education</p> <p>Unrestricted General Fund \$1,000,000</p>
<p>Principally directed towards English Learners</p> <p>1.3 Sustain the Migrant Education Recruiter position in the English Learner Services Department to continue support for the District's Migrant families.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salary and benefits</p> <p>Unrestricted General Fund \$69,000</p>

<p>Principally directed towards English Learners</p> <p>1.4 Funds to be added to the English Learner Services Department to purchase English Language Development materials and supplies for Long Term English Learners and Newcomer Academy.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Materials and supplies</p> <p>Title III, General Fund \$350,000</p>
<p>Principally directed towards English Learners</p> <p>1.5 Hire a Director of Dual Language Programs to support DLI Programs, provide support with lesson planning, curriculum design for intermediate grades and staff development as needed.</p>	<p>Chavez; Curren; Driffill; Elm; Kamala; Lemonwood; Soria</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Director salary and benefits</p> <p>Unrestricted General Fund \$174,000</p>
<p>Principally directed towards English Learners</p> <p>1.6 Use the Idea Placement Test (IPT) to monitor progress in language acquisition. Provide staff development as needed. Use detailed reports to focus on reclassifying Long Term English Learners.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of program and materials</p> <p>Unrestricted General Fund \$120,000</p>

<p>Principally directed towards English Learners</p> <p>1.7 Site-based interventions and tutoring focused on Long Term English Learners and English Learners close to reclassification.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Funds given to sites to use and include in their Single Plans for Student Achievement</p> <p>Title III, Unrestricted General Fund \$289,000</p>
<p>Principally directed towards English Learners</p> <p>1.8 Continue the use of 4 Paraeducators to assist in the Newcomer classrooms at McKinna School.</p>	<p>McKinna School</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salaries and benefits</p> <p>Unrestricted General Fund \$115,000</p>
<p>Principally directed towards English Learners</p> <p>1.9 Maintain the additional Teacher and Paraeducator to support the 3rd grade Newcomer class at McKinna.</p>	<p>McKinna School</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salaries and benefits</p> <p>Unrestricted General Fund \$130,000</p>

<p>Principally directed towards English Learners</p> <p>1.10 Continue to systematically review, refine and implement the EL Master Plan.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>No cost</p>
<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.11 Site-based interventions and tutoring focused on English Learners (who are NOT Long Term English learners or close to reclassification), Low Income, Foster, and Homeless Youth.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input checked="" type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Funds given to sites to use and include in their Single Plans for Student Achievement.</p> <p>Unrestricted General Fund \$813,000</p> <p>This item is also included later in Goal 1.</p>

<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.12 Provide summer school opportunities for intervention and enrichment.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input checked="" type="checkbox"/> Low Income Pupils <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Staff and materials for summer school</p> <p>Unrestricted General Fund \$500,000</p> <p>Programs at Frank and Sierra Linda in 2016 will serve English Learners, Low Inome, Foster and Homeless Youth.</p>
<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.13 Offer Saturday Academies during the year to provide intervention and enrichment for English Learners, Low Income, Foster and Homeless Youth.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Staff and materials</p> <p>Unrestricted General Fund \$500,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.14 Use a Mathematics Mentor Teacher at each site to support math instruction, assist with lesson planning and provide staff development as needed.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Teacher stipend s and benefits</p> <p>Unrestricted General Fund \$85,000</p>

<p>All students with special emphasis on English Learners</p> <p>1.15 Use the STAR 360 Program district-wide as an assessment tool to identify students for intervention placement and leveled-instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of program and materials  Unrestricted General Fund \$50,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.16 Adopt new core textbooks in subject areas as the State Board of Education-approved frameworks, assessments and instructional materials are made available. All new textbooks in each of the content areas are to be selected with a focus on the quality of ELD component provided and accessibility for English learners.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>English Language Arts/English Language Development for Grades K – 5 in 2016-17  Unrestricted General Fund \$3,200,000</p>
<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.17 Provide staff development for all staff in classroom management and positive student behavior (CHAMPS), attendance strategies, cultural awareness and in content specific areas to ensure staff is prepared and knowledgeable.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost for trainers and staff extra hours  Title 1 and Title II, General Fund \$1,500,000</p>

<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.18 Lower Class Size - add teachers to grades TK through 1 to lower class size to 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program to allow for small group instruction and intervention. Small groups may focus on English language development, and support foster youth and low income students as identified.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits for teaching staff Unrestricted General Fund \$5,200,000</p>
<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.19 Offer expanded opportunities (sports and club programs) in After School at the K-8 Schools to engage all students, particularly English Learners, Low Income, Foster and Homeless Youth.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Additional cost to ASES contract Unrestricted General Fund \$150,000  This amount is also included in Goal 2.</p>
<p>All students with special emphasis on English Learners</p> <p>1.20 Continue use of a DLI Consultant to analyze and inform the district on best practices for the Dual Language Program.</p>	<p>Chavez, Curren, Driffill, Elm, Kamala, Lemonwood and Soria  Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Title III- \$100,000</p>

<p>All students</p> <p>1.21 Site Based funds for the following activities: attendance incentives, academics incentives, enrichment activities, interventions/tutoring, parent training classes, materials for instructional supplies and strand/STEAM/NGSS focus, subscriptions and apps for student iPads.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Given to sites to use and plan for in the School Site Plan for Student Achievement Unrestricted General Fund \$813,000</p> <p>This amount is also included in Goals 2.</p>
<p>All students</p> <p>1.22 Accelerated Reader Program to support reading and provide an assessment tool to assist with identifying students for intervention.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of program and materials Unrestricted General Fund \$250,000</p>
<p>All students</p> <p>1.23 Use MyOn program to support reading on 1:1 devices at home with or without internet access.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of program and professional development Unrestricted General Fund \$375,000</p>



<p>All students</p> <p>1.24 Electronics replacement plan to replace or repair damaged and obsolete equipment district-wide.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Repair or replace equipment</p> <p>Unrestricted General Fund \$500,000</p>
<p>All students with particular emphasis on Special Education students</p> <p>1.25 Maintain additional Special Education staffing from 2014-15 to support direct services to identified students.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of staff and benefits</p> <p>Unrestricted General Fund \$1,200,000</p>
<p>All students</p> <p>1.26 School Site Teachers on Special Assignment - 1 TOSA per site to support and monitor student progress and achievement in the core program, especially ELA/ELD and Mathematics.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>20 TOSA's salaries and benefits</p> <p>Unrestricted General Fund \$2,250,000</p>
<p>All students</p> <p>1.27 Integrate technology use into core subjects by assigning the Technology TOSA to the Information Technology Support department. Focus in 2016-17 will be using online and 1:1 support for Mathematics K-8 and ELA/ELD in K-5 and training of site Technology Mentor Teachers to support these apps and services.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Technology TOSA salary and benefits</p> <p>Unrestricted General Fund \$113,893</p>

<p>All students</p> <p>1.28 Support the AVID program with tutoring, materials and field trips at all sites that include grades 6-8.</p>	<p>K-8 and 6-8 Schools</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of training fees and materials</p> <p>Unrestricted General Fund \$150,000</p>
<p>All students</p> <p>1.29 Provide competitive salaries and benefits package to compete for new staff with neighboring districts.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of salary and benefits increases</p> <p>General Fund</p>
<p>All students</p> <p>1.30 Develop and refine recruitment strategies, utilizing college job fairs as well as state wide organizations' existing job fairs and shows. Include teachers, psychologists, etc. to be part of the recruitment team.</p>	<p>ALL</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of materials, travel, and substitute teachers.</p> <p>Unrestricted General Fund \$15,000</p>
<p>All students</p> <p>1.31 Use public relations campaign to promote Pre-School Program to increase enrollment.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Preschool grant \$5,000</p>

<p>1.32 Provide information to classified employees to encourage enrollment in degree and credential programs in hard-to-fill areas, i.e. Special Education, Speech and Language Specialists.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>No cost.</p>
<p><b>LCAP Year 2</b></p>			

<p><b>Expected Annual Measurable Outcomes:</b></p>	<p>Increase the baseline percentage of English Learners, Foster Youth and Low-Income students scoring <i>Met</i> or <i>Exceeded</i> on the CAASSP Assessments by 5% in 2016-17 and 5% in 2017-18.</p> <ul style="list-style-type: none"> <li>• Baseline 2014-15 scores ELA <i>Met</i> or <i>Exceeded</i> - English Learners 6%; 2015-16 goal 11%, 2016-17 goal 16%, 2017-18 goal 21%</li> <li>• Baseline 2014-15 scores ELA <i>Met</i> or <i>Exceeded</i> - Low Income 17%; 2015-16 goal 22%, 2016-17 goal 27%, 2017-18 goal 32%</li> <li>• Baseline 2014-15 scores Mathematics <i>Met</i> or <i>Exceeded</i> - English Learners 6%; 2015-16 goal 11%, 2016-17 goal 16%, 2017-18 goal 21%</li> <li>• Baseline 2014-15 scores Mathematics <i>Met</i> or <i>Exceeded</i> - Low Income 11%; 2015-16 goal 16%, 2016-17 goal 21%, 2017-18 goal 26%</li> <li>• Baseline 2014-15 scores ELA/Mathematics <i>Met</i> or <i>Exceeded</i> Foster Youth, - not reported on statewide Dataquest, a local measure will be established for 2016-17 and will increase by 5% in 2017-18.</li> </ul> <p>Increase the 2014-15 baseline percentage of students scoring <i>Met</i> or <i>Exceeded</i> for the CAASSP Assessments by 5% each year after initial test in 2014-15.</p> <ul style="list-style-type: none"> <li>• Baseline 2014-15 scores ELA <i>Met</i> or <i>Exceeded</i> district wide 20%; 2015-16 goal 25%, 2016-17 goal 30%, 2017-18 goal 35%</li> <li>• Baseline 2014-15 scores Mathematics <i>Met</i> or <i>Exceeded</i> district wide 13%; 2015-16 goal 18%, 2016-17 goal 23%, 2017-18 goal 28%</li> </ul> <p>Increase the percentage of EL students meeting AMAO 1 from 48.6% in 2014-15 to 53.6% in 2015-16 and 58.6% in 2016-17 and 63.6 in 2017-18.</p> <p>Increase the percentage of EL students meeting AMAO 2 &gt; 5yrs from 38.2% in 2014-15 to 43.2% in 2015-16, 48.2% in 2016-17 and 53.2% in 2017-18.</p> <p>Increase the number of English Learner students being reclassified from 11.5% in 2015-16 by 5% to 16.5% in 2016-17 and 21.5% in 2017-18.</p> <p>Increase positive staff satisfaction (Baseline of 85% in 2014-15 to 90% in 2016-17 and 95% in 2017-18) with district provided professional development as reported by professional development evaluations.</p> <p>Maintain 100% rate of 8th grade students promoted to high school.</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
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<p>Principally directed towards English Learners</p> <p>1.1 Five Teachers on Special Assignment (TOSA) in the English Learner Services Department will support EL instruction and ELD implementation in the classrooms, including integrated ELD in English Language Arts and Mathematics.</p>	<p>LEA - Wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of five TOSAs salaries and benefits</p> <p>Unrestricted General Fund \$580,890</p>
<p>Principally directed towards English Learners</p> <p>1.2 English Learner Department and sites receive funding based upon LEP counts, to support site-based EL programs and services as identified in each site's approved Single Plan for Student Achievement.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Based on site allocations in each SPSA and approved by site's School Site Council and District Board of Education</p> <p>Unrestricted General Fund \$1,000,000</p>
<p>Principally directed towards English Learners</p> <p>1.3 Sustain the Migrant Education Recruiter position in the English Learner Services Department to continue support for the District's Migrant families.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of salary and benefits</p> <p>Unrestricted General Fund \$70,035</p>

<p>Principally directed towards English Learners</p> <p>1.4 Funds to be added to the English Learner Services Department to purchase English Language Development materials and supplies for Long Term English Learners and Newcomer Academy.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Materials and supplies</p> <p>Title III, General Fund \$350,000</p>
<p>Principally directed towards English Learners</p> <p>1.5 Hire a Director of Dual Language Programs to support DLI Programs, provide support with lesson planning, curriculum design for intermediate grades and staff development as needed.</p>	<p>Chavez; Curren; Driffill; Elm; Kamala; Lemonwood; Soria</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Director salary and benefits</p> <p>Unrestricted General Fund \$176,610</p>
<p>Principally directed towards English Learners</p> <p>1.6 Use the Idea Placement Test (IPT) to monitor progress in language acquisition. Provide staff development as needed. Use detailed reports to focus on reclassifying Long Term English Learners.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of program and materials</p> <p>Unrestricted General Fund \$120,000</p>

<p>Principally directed towards English Learners</p> <p>1.7 Site-based interventions and tutoring focused on Long Term English Learners and English Learners close to reclassification.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Funds given to sites to use and include in their Single Plans for Student Achievement</p> <p>Title III, Unrestricted General Fund \$289,000</p>
<p>Principally directed towards English Learners</p> <p>1.8 Continue the use of 4 Paraeducators to assist in the Newcomer classrooms at McKinna School.</p>	<p>McKinna School</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salaries and benefits</p> <p>Unrestricted General Fund \$116,725</p>
<p>Principally directed towards English Learners</p> <p>1.9 Maintain the additional Teacher and Paraeducator to support the 3rd grade Newcomer class at McKinna.</p>	<p>McKinna School</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salaries and benefits</p> <p>Unrestricted General Fund \$131,000</p>

<p>Principally directed towards English Learners</p> <p>1.10 Continue to systematically review, refine and implement the EL Master Plan.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>No cost</p>
<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.11 Site-based interventions and tutoring focused on English Learners (who are NOT Long Term English learners or close to reclassification), Low Income, Foster, and Homeless Youth.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input checked="" type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Funds given to sites to use and include in their Single Plans for Student Achievement.</p> <p>Unrestricted General Fund \$813,000</p> <p>This item is also included later in Goal 1.</p>
<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.12 Provide summer school opportunities for intervention and enrichment.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input checked="" type="checkbox"/> Low Income Pupils <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Staff and materials for summer school</p> <p>Unrestricted General Fund \$500,000</p>



<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.13 Offer Saturday Academies during the year to provide intervention and enrichment for English Learners, Low Income, Foster and Homeless Youth.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Staff and materials</p> <p>Unrestricted General Fund \$500,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.14 Use a Mathematics Mentor Teacher at each site to support math adoption, assist with lesson planning and provide staff development as needed.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Teacher stipends and benefits</p> <p>Unrestricted General Fund \$85,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.15 Use the STAR 360 Program district-wide as an assessment tool to identify students for intervention placement and leveled-instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of program and materials</p> <p>Unrestricted General Fund \$50,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.16 Adopt new core textbooks in subject areas as the State Board of Education-approved frameworks, assessments and instructional materials are made available. All new textbooks in each of the content areas are to be selected with a focus on the quality of ELD component provided and accessibility for English learners.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Unrestricted General Fund \$2,000,000</p>

<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.17 Provide staff development for all staff in classroom management and positive student behavior (CHAMPS), attendance strategies, cultural awareness and in content specific areas to ensure staff is prepared and knowledgeable.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost for trainers and staff extra hours</p> <p>Title 1 and Title II, General Fund \$1,500,000</p>
<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.18 Lower Class Size - add teachers to grades TK through 1 to lower class size to 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program to allow for small group instruction and intervention. Small groups may focus on English language development, and support foster youth and low income students as identified.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits for teaching staff</p> <p>Unrestricted General Fund \$5,619,040</p>
<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.19 Offer expanded opportunities (sports and club programs) in After School at the K-8 Schools to engage all students, particularly English Learners, Low Income, Foster and Homeless Youth.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Additional cost to ASES contract</p> <p>Unrestricted General Fund \$150,000</p> <p>This amount is also included in Goal 2.</p>

<p>All students with special emphasis on English Learners</p> <p>1.20 Continue use of a DLI Consultant to analyze and inform the district on best practices for the Dual Language Program.</p>	<p>Chavez, Curren, Driffill, Elm, Kamala, Lemonwood and Soria</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Title III</p> <p>\$100,000</p>
<p>All students</p> <p>1.21 Site Based funds for the following activities: attendance incentives, academics incentives, enrichment activities, interventions/tutoring, parent training classes, materials for instructional supplies and strand/STEAM/NGSS focus, subscriptions and apps for student iPads.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Given to sites to use and plan for in the School Site Plan for Student Achievement Unrestricted General Fund \$813,000</p> <p>This amount is also included in Goals 2.</p>
<p>All students</p> <p>1.22 Accelerated Reader Program to support reading and provide an assessment tool to assist with identifying students for intervention.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of program and materials Unrestricted General Fund \$250,000</p>

<p>All students</p> <p>1.23 Use MyOn program to support reading on 1:1 devices at home with or without internet access.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of program and professional development</p> <p>Unrestricted General Fund \$375,000</p>
<p>All students</p> <p>1.24 Electronics replacement plan to replace or repair damaged and obsolete equipment district-wide.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Repair or replace equipment</p> <p>Unrestricted General Fund \$500,000</p>
<p>All students with particular emphasis on Special Education students</p> <p>1.25 Maintain additional Special Education staffing from 2014-15 to support direct services to identified students.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of staff and benefits</p> <p>Unrestricted General Fund \$1,218,000</p>
<p>All students</p> <p>1.26 School Site Teachers on Special Assignment - 1 TOSA per site to support and monitor student progress and achievement in the core program, especially ELA/ELD and Mathematics.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>20 TOSA's salaries and benefits</p> <p>Unrestricted General Fund \$2,537,500</p>

<p>All students</p> <p>1.27 Integrate technology use into core subjects by assigning the Technology TOSA to the Information Technology Support department. Focus in 2016-17 will be using online and 1:1 support for Mathematics K-8 and ELA/ELD in K-5 and training of site Technology Mentor Teachers to support these apps and services.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Technology TOSA salary and benefits</p> <p>Unrestricted GGeneral Fund \$115,601.</p>
<p>All students</p> <p>1.28 Support the AVID program with tutoring, materials and field trips at all sites that include grades 6-8.</p>	<p>K-8 and 6-8 Schools</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of training fees and materials</p> <p>Unrestricted General Fund \$150,000</p>
<p>All students</p> <p>1.29 Provide competitive salaries and benefits package to compete for new staff with neighboring districts.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of salary and benefits increases</p> <p>General Fund</p>
<p>All students</p> <p>1.30 Develop and refine recruitment strategies, utilizing college job fairs as well as state wide organizations' existing job fairs and shows. Include teachers, psychologists, etc. to be part of the recruitment team.</p>	<p>ALL</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of materials, travel, and substitute teachers.</p> <p>Unrestricted General Fund \$15,000</p>

<p>All students</p> <p>1.31 Use public relations campaign to promote Pre-School Program to increase enrollment.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Preschool Grant \$5,000</p>
<p>1.32 Provide information to classified employees to encourage enrollment in degree and credential programs in hard-to-fill areas, i.e. Special Education, Speech and Language Specialists.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>No cost.</p>
<p><b>LCAP Year 3</b></p>			

<p><b>Expected Annual Measurable Outcomes:</b></p>	<p>Increase the baseline percentage of English Learners, Foster Youth and Low-Income students scoring met or exceeded on the CAASSP Assessments by 5% in 2017-18 and 5% in 2018-19</p> <ul style="list-style-type: none"> <li>• Baseline 2014-15 scores ELA <i>Met or Exceeded</i> - English Learners 6%; 2017-18 goal 21%, 2018-19 goal 26%.</li> <li>• Baseline 2014-15 scores ELA <i>Met or Exceeded</i> - Low Income 17%; 2017-18 goal 32%, 2018-19 goal 37%.</li> <li>• Baseline 2014-15 scores Mathematics <i>Met or Exceeded</i> - English Learners 6%; 2017-18 goal 21%, 2018-19 goal 26%.</li> <li>• Baseline 2014-15 scores Mathematics <i>Met or Exceeded</i> - Low Income 11%; 2017-18 goal 26%, 2018-19 goal 31%</li> <li>• Baseline 2014-15 scores ELA/Mathematics <i>Met or Exceeded</i> Foster Youth, - not reported on statewide Dataquest, a local measure will be established for 2016-17 and will increase by 5% in 2017-18 and 2018-19.</li> </ul> <p>Increase the 2014-15 baseline percentage of students scoring met or exceeded for the CAASSP Assessments by 5% each year after initial test in 2014-15.</p> <ul style="list-style-type: none"> <li>• Baseline 2014-15 scores ELA <i>Met or Exceeded</i> district wide 20%; 2017-18 goal 35%, 2018-19 goal 40%.</li> <li>• Baseline 2014-15 scores Mathematics <i>Met or Exceeded</i> district wide 13%; 2017-18 goal 28%, 2018-19 goal 33%.</li> </ul> <p>Increase the percentage of EL students meeting AMAO 1 from 48.6% in 2014-15 to 53.6% in 2015-16, 58.6% in 2016-17, 63.6% in 2017-18 and 68.6% in 2018-19.</p> <p>Increase the percentage of EL students meeting AMAO 2 &gt; 5yrs from 38.2% in 2014-15 to 43.2% in 2015-16, 48.2% in 2016-17, 53.2% in 2017-18 and 58.2% in 2018-19.</p> <p>Increase the number of English Learner students being reclassified from 11.5% in 2015-16 by 5% to 16.5% in 2016-17, 21.5% in 2017-18 and 26.5% in 2018-19.</p> <p>Maintain positive staff satisfaction (Baseline of 85% in 2014-15 to 90% in 2016-17 and 95% in 2017-18.) at 95% with district provided professional development as reported by professional development evaluations.</p> <p>Maintain 100% rate of 8th grade students promoted to high school.</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
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<p>Principally directed towards English Learners</p> <p>1.1 Five Teachers on Special Assignment (TOSA) in the English Learner Services Department will support EL instruction and ELD implementation in the classrooms, including integrated ELD in English Language Arts and Mathematics.</p>	<p>LEA - Wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of four TOSAs salaries and benefits</p> <p>Unrestricted General Fund \$580,890</p>
<p>Principally directed towards English Learners</p> <p>1.2 English Learner Department and sites receive funding based upon LEP counts, to support site-based EL programs and services as identified in each site's approved Single Plan for Student Achievement.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Based on site allocations in each SPSA and approved by site's School Site Council and District Board of Education</p> <p>Unrestricted General Fund \$1,000,000</p>
<p>Principally directed towards English Learners</p> <p>1.3 Sustain the Migrant Education Recruiter position in the English Learner Services Department to continue support for the District's Migrant families.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salary and benefits</p> <p>Unrestricted General Fund \$70,380</p>



<p>Principally directed towards English Learners</p> <p>1.4 Funds to be added to the English Learner Services Department to purchase English Language Development materials and supplies for Long Term English Learners and Newcomer Academy.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Materials and supplies</p> <p>Title III, General Fund \$350,000</p>
<p>Principally directed towards English Learners</p> <p>1.5 Hire a Director of Dual Language Programs to support DLI Programs, provide support with lesson planning, curriculum design for intermediate grades and staff development as needed.</p>	<p>Chavez; Curren; Driffill; Elm; Kamala; Lemonwood; Soria</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Director salary and benefits</p> <p>Unrestricted General Fund \$177,480</p>
<p>Principally directed towards English Learners</p> <p>1.6 Use the Idea Placement Test (IPT) to monitor progress in language acquisition. Provide staff development as needed. Use detailed reports to focus on reclassifying Long Term English Learners.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of program and materials</p> <p>Unrestricted General Fund \$120,000</p>

<p>Principally directed towards English Learners</p> <p>1.7 Site-based interventions and tutoring focused on Long Term English Learners and English Learners close to reclassification.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Funds given to sites to use and include in their Single Plans for Student Achievement</p> <p>Title III, Unrestricted General Fund \$289,000</p>
<p>Principally directed towards English Learners</p> <p>1.8 Continue the use of 4 Paraeducators to assist in the Newcomer classrooms at McKinna School.</p>	<p>McKinna School</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salaries and benefits</p> <p>Unrestricted General Fund \$117,300</p>
<p>Principally directed towards English Learners</p> <p>1.9 Maintain the additional Teacher and Paraeducator to support the 3rd grade Newcomer class at McKinna.</p>	<p>McKinna School</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of salaries and benefits</p> <p>Unrestricted General Fund \$132,600</p>

<p>Principally directed towards English Learners</p> <p>1.10 Continue to systematically review, refine and implement the EL Master Plan.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>No cost</p>
<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.11 Site-based interventions and tutoring focused on English Learners (who are NOT Long Term English learners or close to reclassification), Low Income, Foster, and Homeless Youth.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input checked="" type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Funds given to sites to use and include in their Single Plans for Student Achievement.</p> <p>Unrestricted General Fund \$813,000</p> <p>This item is also included later in Goal 1.</p>
<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.12 Provide summer school opportunities for intervention and enrichment.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input checked="" type="checkbox"/> Low Income Pupils <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Staff and materials for summer school</p> <p>Unrestricted General Fund \$500,000</p>

<p>Principally directed towards English Learners, Low Income, Foster, and Homeless Youth</p> <p>1.13 Offer Saturday Academies during the year to provide intervention and enrichment for English Learners, Low Income, Foster and Homeless Youth.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Staff and materials</p> <p>Unrestricted General Fund \$500,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.14 Use a Mathematics Mentor Teacher at each site to support math instruction, assist with lesson planning and provide staff development as needed.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Teacher stipends and benefits</p> <p>Unrestricted General Fund \$85,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.15 Use the STAR 360 Program district-wide as an assessment tool to identify students for intervention placement and leveled-instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Cost of program and materials</p> <p>Unrestricted General Fund \$50,000</p>
<p>All students with special emphasis on English Learners</p> <p>1.16 Adopt new core textbooks in subject areas as the State Board of Education-approved frameworks, assessments and instructional materials are made available. All new textbooks in each of the content areas are to be selected with a focus on the quality of ELD component provided and accessibility for English learners.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless</p> <p><input type="checkbox"/> Other</p>	<p>Unrestricted General Fund \$2,000,000</p>

<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.17 Provide staff development for all staff in classroom management and positive student behavior (CHAMPS), attendance strategies, cultural awareness and in content specific areas to ensure staff is prepared and knowledgeable.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost for trainers and staff extra hours  Title 1 and Title II, General Fund \$1,500,000</p>
<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.18 Lower Class Size - add teachers to grades TK through 1 to lower class size to 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program to allow for small group instruction and intervention. Small groups may focus on English language development, and support foster youth and low income students as identified.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits for teaching staff Unrestricted General Fund \$5,408,000</p>
<p>All students with special emphasis on English Learners, Low Income, Foster and Homeless Youth</p> <p>1.19 Offer expanded opportunities (sports and club programs) in After School at the K-8 Schools to engage all students, particularly English Learners, Low Income, Foster and Homeless Youth.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Additional cost to ASES contract Unrestricted General Fund \$150,000  This amount is also included in Goal 2.</p>

<p>All students with special emphasis on English Learners</p> <p>1.20 Continue use of a DLI Consultant to analyze and inform the district on best practices for the Dual Language Program.</p>	<p>Chavez, Curren, Driffill, Elm, Kamala, Lemonwood and Soria</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Title III</p> <p>\$100,000</p>
<p>All students</p> <p>1.21 Site Based funds for the following activities: attendance incentives, academics incentives, enrichment activities, interventions/tutoring, parent training classes, materials for instructional supplies and strand/STEAM/NGSS focus, subscriptions and apps for student iPads.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Given to sites to use and plan for in the School Site Plan for Student Achievement Unrestricted General Fund \$813,000</p> <p>This amount is also included in Goals 2.</p>
<p>All students</p> <p>1.22 Accelerated Reader Program to support reading and provide an assessment tool to assist with identifying students for intervention.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of program and materials Unrestricted General Fund \$250,000</p>

<p>All students</p> <p>1.23 Use MyOn program to support reading on 1:1 devices at home with or without internet access.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of program and professional development</p> <p>Unrestricted General Fund \$375,000</p>
<p>All students</p> <p>1.24 Electronics replacement plan to replace or repair damaged and obsolete equipment district-wide.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Repair or replace equipment</p> <p>Unrestricted General Fund \$500,000</p>
<p>All students with particular emphasis on Special Education students</p> <p>1.25 Maintain additional Special Education staffing from 2014-15 to support direct services to identified students.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Cost of staff and benefits</p> <p>Unrestricted General Fund \$1,224,000</p>
<p>All students</p> <p>1.26 School Site Teachers on Special Assignment - 1 TOSA per site to support and monitor student progress and achievement in the core program, especially ELA/ELD and Mathematics.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>20 TOSA's salaries and benefits</p> <p>Unrestricted General Fund \$2,550,000</p>

<p>All students</p> <p>1.27 Integrate technology use into core subjects by assigning the Technology TOSA to the Information Technology Support department. Focus in 2016-17 will be using online and 1:1 support for Mathematics K-8 and ELA/ELD in K-5 and training of site Technology Mentor Teachers to support these apps and services.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Technology TOSA salary and benefits</p> <p>Unrestricted General Fund \$113,893</p>
<p>All students</p> <p>1.28 Support the AVID program with tutoring, materials and field trips at all sites that include grades 6-8.</p>	<p>K-8 and 6-8 Schools</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of training fees and materials</p> <p>Unrestricted General Fund \$150,000</p>
<p>All students</p> <p>1.29 Provide competitive salaries and benefits package to compete for new staff with neighboring districts.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of salary and benefits increases</p> <p>General Fund</p>
<p>All students</p> <p>1.30 Develop and refine recruitment strategies, utilizing college job fairs as well as state wide organizations' existing job fairs and shows. Include teachers, psychologists, etc. to be part of the recruitment team.</p>	<p>ALL</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of materials, travel, and substitute teachers.</p> <p>Unrestricted General Fund \$15,000</p>



<p>All students</p> <p>1.31 Use public relations campaign to promote Pre-School Program to increase enrollment.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>Preschool Grant \$5,000</p>
<p>1.32 Provide information to classified employees to encourage enrollment in degree and credential programs in hard-to-fill areas, i.e. Special Education, Speech and Language Specialists.</p>	<p>LEA-wide</p> <p>Grades: All</p>	<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>	<p>No cost.</p>

<b>GOAL:</b>	Goal 2: The social-emotional, health and well-being needs of students will be met in a learning environment that is safe, drug-free and conducive to learning.		Related State and/or Local Priorities: X 1 X 2 _3 X 4 X 5 X 6 X 7 X 8 Local: N/A
<b>Identified Need:</b>	<p>School climate will be improved by engaging students with a variety of courses.</p> <p>Students will be taught in facilities that are in good repair.</p> <p>The school site will be a welcoming and supportive environment which engages families.</p> <p>Student attendance will be increased.</p> <p>Student suspension, expulsion and drop-out rates will decrease.</p>		
<b>Goal Applies to:</b>	<b>Schools:</b>	All	
	<b>Grades:</b>	All	
	<b>Applicable Pupil Subgroups:</b>	All	
<b>LCAP Year 1</b>			
<b>Expected Annual Measurable Outcomes:</b>	<p>Reduce suspension rates by .5% from 2.9% in 2014-15 to 2.4% in 2015-16 and by 1.9% in 2016-17.</p> <p>Maintain a 0% expulsion rate for all years.</p> <p>Decrease the 2014-15 chronic absence rates from 6.2% by .5% each year.</p> <p>Decrease the percentage of 7th grade students reporting that they have been in a fight on the California Healthy Kids Survey from 21% in 2013-14 by 3% in 2015-16 to 18% and 6% in 2017-18 to 15%..</p> <p>Decrease the percentage of 5th grade students reporting that they have been hit or pushed on the California Healthy Kids Survey from 43% in 2013-14 by 3% in 2015-16 to 40% and 6% in 2017-18 to 37%.</p>		
	<b>Actions/Services</b>	<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>
			<b>Budgeted Expenditures</b>

<p>2.1 Use Task Force on student behavior, to identify ways to support students removed from classrooms but not suspended or expelled.</p>	<p>LEA-Wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>No cost item; provided under the guidance of Pupil Support.</p>
<p>2.2 District-wide implementation of CHAMPS positive student behavior program to support consistent interactions across the district and sites.</p>	<p>LEA-Wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of trainers, materials and staff extra hours  Unrestricted General Fund \$225,000</p>
<p>2.3 District-wide Art &amp; Music programs to support enrichment activities and engage students.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost to hire a consultant or teacher to provide district-wide programs  Unrestricted General Fund \$200,000</p>
<p>2.4 Maintain a committee to address social/emotional needs of the students from indigenous communities.</p>	<p>LEA-wide Grades: All</p>	<p>_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>No cost item; provided under the guidance of Pupil Support</p>

<p>2.5 Offer expanded opportunities (club and sports programs) to After School Program at the K-8 Sites to engage students.</p>	<p>K-8 Schools Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Added to ASES contract Unrestricted General Fund \$150,000  This amount isalso included in Goal 1.</p>
<p>2.6 Maintain Behavioral Specialist Position. Works with students to improve behavior and maintain regular attendance.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salary and benefits  Unrestricted General Fund \$105,792</p>
<p>2.7 Develop a 5 year (or more) deferred maintenance plan to keep schools in good repair and provide a better learning environment.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Materials and supplies to support deferred maintenance projects  Unrestricted General Fund \$1,000,000</p>

<p>2.8 Maintain School Resource Officers to support site students and staff.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of SRO contract  Unrestricted General Fund \$275,000</p>
<p>2.9 Maintain level of Campus Supervision to keep students safe at lunch and recess and provide before and after school supervision.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$1,400,000</p>
<p>2.10 Maintain current nursing staff and monitor student to nurse ratios.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits of additional nurse  Unrestricted General Fund \$115,000</p>
<p>2.11 Increase Health Tech positions to support students in need of first aid or medicinal support.</p>	<p>LEA -wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of Health Tech salary and benefits \$80,000</p>

<p>2.12 Add a late bus route to pick-up students at the 3 middle school academies to support intervention, tutoring and sports programs.</p>	<p>3 Middle Schools Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of transportation contract  Unrestricted General Fund \$75,000</p>
<p>2.13 Maintain a School Counselor at every site to support student social/emotional needs.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$2,600,000</p>
<p>2.14 Provide breakfast and 2nd chance breakfast at no cost to all students so they begin their day ready to learn.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of food (Child Nutrition Fund) \$1,500,000</p>
<p>2.15 Maintain full time Outreach Consultant positions at all sites to support student social/emotional needs beyond the school day and to improve attendance.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$975,000</p>

<p>2.16 Provide training for teachers in the implementation of Restorative Justice practices to alleviate ongoing disruptive classroom and school site behavior.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Educator Effectiveness Grant and Title II \$20,000</p>
<p>All students with a focus on English Learners, Low Income, Foster and Homeless Youth  2.17 Transportation to Academies and special programs.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of contractor for additional routes  Unrestricted General Fund \$425,000</p>
<p><b>LCAP Year 2</b></p>			
<p><b>Expected Annual Measurable Outcomes:</b></p>	<p>Reduce suspension rates by .5% from 2.9% in 2014-15 to 2.4% in 2015-16 to 1.9% in 2016-17 and to 1.4% in 2017-18. Maintain a 0% expulsion rate for all years. Decrease the 2014-15 chronic absence rates from 6.2% by .5% each year. Decrease the percentage of 7th grade students reporting that they have been in a fight on the California Healthy Kids Survey from 21% in 2013-14 by 3% in 2015-16 to 18% and 6% in 2017-18 to 15%. Decrease the percentage of 5th grade students reporting that they have been hit or pushed on the California Healthy Kids Survey from 43% in 2013-14 by 3% in 2015-16 to 40% and 6% in 2017-18 to 37%.</p>		
<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>

<p>2.1 Use Task Force on student behavior, to identify ways to support students removed from classrooms but not suspended or expelled.</p>	<p>LEA-Wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>No cost item; provided under the guidance of Pupil Support.</p>
<p>2.2 District-wide implementation of CHAMPS positive student behavior program to support consistent interactions across the district and sites.</p>	<p>LEA-Wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of trainers, materials and staff extra hours  Unrestricted General Fund \$225,000</p>
<p>2.3 District-wide Art &amp; Music programs to support enrichment activities and engage students.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost to hire a consultant or teacher to provide district-wide programs  Unrestricted General Fund \$200,000</p>
<p>2.4 Maintain a committee to address social/emotional needs of the students from indigenous communities.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>No cost item; provided under the guidance of Pupil Support</p>



<p>2.5 Offer expanded opportunities (club and sports programs) to After School Program at the K-8 Sites to engage students.</p>	<p>K-8 Schools Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Added to ASES contract Unrestricted General Fund \$150,000  This amount isalso included in Goal 1.</p>
<p>2.6 Maintain Behavioral Specialist Position. Works with students to improve behavior and maintain regular attendance.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salary and benefits  Unrestricted General Fund \$107,908</p>
<p>2.7 Develop a 5 year (or more) deferred maintenance plan to keep schools in good repair and provide a better learning environment.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Materials and supplies to support deferred maintenance projects  Unrestricted General Fund \$1,000,000</p>

<p>2.8 Maintain School Resource Officers to support site students and staff.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of SRO contract  Unrestricted General Fund \$275,000</p>
<p>2.9 Maintain level of Campus Supervision to keep students safe at lunch and recess and provide before and after school supervision.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$1,522,500</p>
<p>2.10 Maintain current nursing staff and monitor student to nurse ratios.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits of additional nurse  Unrestricted General Fund \$116,725</p>
<p>2.11 Maintain Health Tech positions to support students in need of first aid or medicinal support.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of Health Tech salary and Benefits  \$81,200</p>

<p>2.12 Add a late bus route to pick-up students at the 3 middle school academies to support intervention, tutoring and sports programs.</p>	<p>3 Middle Schools Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of transportation contract  Unrestricted General Fund \$75,000</p>
<p>2.13 Maintain a School Counselor at every site to support student social/emotional needs.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$2,639,000</p>
<p>2.14 Provide breakfast and 2nd chance breakfast at no cost to all students so they begin their day ready to learn.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of food (Child Nutrition Fund) \$1,500,000</p>
<p>2.15 Maintain full time Outreach Consultant positions at all sites to support student social/emotional needs beyond the school day and to improve attendance.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$989,625</p>

<p>2.16 Provide training for teachers in the implementation of Restorative Justice practices to alleviate ongoing disruptive classroom and school site behavior.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>This grant was for 2016-17 only, does not carry into future years.  \$0</p>
<p>All students with a focus on English Learners, Low Income, Foster and Homeless Youth  2.17 Transportation to Academies and special programs to provide access to programs not in their neighborhood.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of contractor for additional routes  Unrestricted General Fund \$425,000</p>
<p><b>LCAP Year 3</b></p>			
<p><b>Expected Annual Measurable Outcomes:</b></p>	<p>Reduce suspension rates by .5% from 2.9% in 2014-15 to 2.4% in 2015-16 and by 1.9% in 2016-17. Maintain a 0% expulsion rate for all years. Decrease the 2014-15 chronic absence rates from 6.2% by .5% each year. Decrease the percentage of 7th grade students reporting that they have been in a fight on the California Healthy Kids Survey from 21% in 2013-14 by 3% in 2015-16 to 18% and 6% in 2017-18 to 15%. Decrease the percentage of 5th grade students reporting that they have been hit or pushed on the California Healthy Kids Survey from 43% in 2013-14 by 3% in 2015-16 to 40% and 6% in 2017-18 to 37%. CHKS is administered every 2 years.</p>		
<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>

<p>2.1 Use Task Force on student behavior, to identify ways to support students removed from classrooms but not suspended or expelled.</p>	<p>LEA-Wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>No cost item; provided under the guidance of Pupil Support.</p>
<p>2.2 District-wide implementation of CHAMPS positive student behavior program to support consistent interactions across the district and sites.</p>	<p>LEA-Wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of trainers, materials and staff extra hours  Unrestricted General Fund \$225,000</p>
<p>2.3 District-wide Art &amp; Music programs to support enrichment activities and engage students.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost to hire a consultant or teacher to provide district-wide programs  Unrestricted General Fund \$200,000</p>
<p>2.4 Maintain a committee to address social/emotional needs of the students from indigenous communities.</p>	<p>LEA-wide Grades: All</p>	<p>_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>No cost item; provided under the guidance of Pupil Support</p>

<p>2.5 Offer expanded opportunities (club and sports programs) to After School Program at the K-8 Sites to engage students.</p>	<p>K-8 Schools Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Added to ASES contract Unrestricted General Fund \$150,000  This amount isalso included in Goal 1.</p>
<p>2.6 Maintain Behavioral Specialist Position. Works with students to improve behavior and maintain regular attendance.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salary and benefits  Unrestricted General Fund \$108,966</p>
<p>2.7 Develop a 5 year (or more) deferred maintenance plan to keep schools in good repair and provide a better learning environment.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Materials and supplies to support deferred maintenance projects  Unrestricted General Fund \$1,000,000</p>

<p>2.8 Maintain School Resource Officers to support site students and staff.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of SRO contract  Unrestricted General Fund \$275,000</p>
<p>2.9 Maintain level of Campus Supervision to keep students safe at lunch and recess and provide before and after school supervision.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$1,428,000</p>
<p>2.10 Maintain current nursing staff and monitor student to nurse ratios.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits of additional nurse  Unrestricted General Fund \$117,300</p>
<p>2.11 Increase Health Tech positions to support students in need of first aid or medicinal support.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Health Tech salary and benefits \$80,000</p>

<p>2.12 Add a late bus route to pick-up students at the 3 middle school academies to support intervention, tutoring and sports programs.</p>	<p>3 Middle Schools Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of transportation contract  Unrestricted General Fund \$75,000</p>
<p>2.13 Maintain a School Counselor at every site to support student social/emotional needs.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$2,654,600</p>
<p>2.14 Provide breakfast and 2nd chance breakfast at no cost to all students so they begin their day ready to learn.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of food (Child Nutrition Fund) \$1,500,000</p>
<p>2.15 Maintain full time Outreach Consultant positions at all sites to support student social/emotional needs beyond the school day and to improve attendance.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits  Unrestricted General Fund \$994,500</p>



<p>2.16 Provide training for teachers in the implementation of Restorative Justice practices to alleviate ongoing disruptive classroom and school site behavior.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>This grant was for 2016-17 only and does carry-over into future years.  \$0</p>
<p>All students with a focus on English Learners, Low Income, Foster and Homeless Youth  2.17 Transportation to Academies and special programs to provide access to programs not in their neighborhood.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Cost of contractor for additional routes  Unrestricted General Fund \$425,000</p>

<b>GOAL:</b>	Goal 3 - Families will be welcomed and afforded meaningful and productive opportunities to participate in their child's academic and social-emotional growth.		Related State and/or Local Priorities: X 1 X 2 _3 X 4 X 5 X 6 X 7 X 8 Local: N/A
<b>Identified Need:</b>	<p>Families need greater access to the academic tools, including materials and technology needed to support their children at home.</p> <p>Families need greater access to the health and welfare resources they need to provide for their children.</p> <p>Families need greater access to parent trainings.</p> <p>Families could benefit from learning how to best partner with schools to help their children achieve at the highest levels.</p>		
<b>Goal Applies to:</b>	<b>Schools:</b>	All	
		Grades: All	
	<b>Applicable Pupil Subgroups:</b>	All	
<b>LCAP Year 1</b>			
<b>Expected Annual Measurable Outcomes:</b>	<p>Use a survey to establish baseline data on parent access to academic tools.</p> <p>Establish baseline data on access to health and welfare resources.</p> <p>Establish baseline data on participation in parent trainings.</p> <p>Establish baseline data on participation parent contact with schools related to academic achievement.</p>		
	<b>Actions/Services</b>	<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>
	<b>Budgeted Expenditures</b>		

<p>3.1 Maintain effective communication with parents with the EdConnect system and translation services. Increase communication with the Oxnard School District app available for Apple and Android devices. Use social media to promote teaching and learning activities and school-wide events.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Unrestricted General Fund \$50,000</p>
<p>3.2 Maintain Community Liaison position to support Enrollment Center with new enrollee special needs and to communicate these needs to site staff. Specific support provided for homeless and foster youth.</p>	<p>LEA-wide Grades: All</p>	<p>_ All ----- X Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities X Homeless _ Other</p>	<p>Salary and benefits  Unrestricted General Fund \$87,698</p>
<p>3.3 Site based funds for parent training classes and subscriptions/apps for student iPads.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Unrestricted General Fund \$813,000  This amount is also included in Goal 1.</p>
<p>3.4 Maintain 2 District Mixteco Translator positions to support native language translation services.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits.  Unrestricted General Fund \$125,000</p>
<p><b>LCAP Year 2</b></p>			

<p><b>Expected Annual Measurable Outcomes:</b></p>	<p>Increase baseline data on parent access to academic tools from 2016-17 by 3%.</p> <p>Increase baseline data on access to health and welfare resources from 2016-17 by 3%.</p> <p>Increase baseline data on participation in parent trainings from 2016-17 by 3%.</p> <p>Increase baseline data on participation parent contact with schools related to academic achievement from 2016-17 by 3%.</p>		
<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>3.1 Maintain effective communication with parents with the EdConnect system and translation services. Increase communication with the Oxnard School District app available for Apple and Android devices. Use social media to promote teaching and learning activities and school-wide events.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Unrestricted General Fund \$50,000</p>
<p>3.2 Maintain Community Liaison position to support Enrollment Center with new enrollee special needs and to communicate these needs to site staff. Specific support provided for homeless and foster youth.</p>	<p>LEA-wide Grades: All</p>	<p>_ All ----- X Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities X Homeless _ Other</p>	<p>Salary and benefits  Unrestricted General Fund \$87,698</p>
<p>3.3 Site based funds for parent training classes and subscriptions/apps for student iPads.</p>	<p>LEA-wide Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Unrestricted General Fund \$813,000  This amount is also included in Goal 1.</p>

<p>3.4 Maintain 2 District Mixteco Translator positions to support native language translation services.</p>	<p>LEA-wide  Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Salaries and benefits.  Unrestricted General Fund \$126,875</p>
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**LCAP Year 3**

<p><b>Expected Annual Measurable Outcomes:</b></p>	<p>Increase baseline data on parent access to academic tools from 2017-18 by 3%. Increase baseline data on access to health and welfare resources from 2017-18 by 3%. Increase baseline data on participation in parent trainings from 2017-18 by 3%. Increase baseline data on participation parent contact with schools related to academic achievement from 2017-18 by 3%.</p>
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<b>Actions/Services</b>	<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>	<b>Budgeted Expenditures</b>
<p>3.1 Maintain effective communication with parents with the EdConnect system and translation services. Increase communication with the Oxnard School District app available for Apple and Android devices. Use social media to promote teaching and learning activities and school-wide events.</p>	<p>LEA-wide  Grades: All</p>	<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	<p>Unrestricted General Fund \$50,000</p>

<p>3.2 Maintain Community Liaison position to support Enrollment Center with new enrollee special needs and to communicate these needs to site staff. Specific support provided for homeless and foster youth.</p>	<p>LEA-wide Grades: All</p>	<p><input type="checkbox"/> All ----- <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input checked="" type="checkbox"/> Homeless <input type="checkbox"/> Other</p>	<p>Salary and benefits  Unrestricted General Fund \$89,013</p>
<p>3.3 Site based funds for parent training classes and subscriptions/apps for student iPads.</p>	<p>LEA-wide Grades: All</p>	<p><input checked="" type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>	<p>Unrestricted General Fund \$813,000  This amount is also included in Goal 1.</p>
<p>3.4 Maintain 2 District Mixteco Translator positions to support native language translation services.</p>	<p>LEA-wide Grades: All</p>	<p><input checked="" type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>	<p>Salaries and benefits.  Unrestricted General Fund \$129,411</p>

**Annual Update**

**Annual Update Instructions:** For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

**Guiding Questions:**

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

<b>Original Goal from prior year LCAP:</b>	All Students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics. API scores will not be applicable for the 2015-16 school year.		Related State and/or Local Priorities: X 1 X 2 X 3 X 4 X 5 X 6 X 7 X 8 Local:
Goal Applies to:	Schools:	All	
	Grades:	All	
	Applicable Pupil Subgroups:	All	

<p>Expected Annual Measurable Outcomes:</p>	<p>Implement class size reduction plan moving to 24:1 in Transitional Kindergarten through 1st Grade and adding Elementary Support Teachers for grades 2 through 5 in 2015-16 and continuing support as facility space allows.</p> <p>*Increase positive staff satisfaction with district provided professional development as reported by professional development evaluations. Increase from 85% in 2014-15 by 5% each year after.</p> <p>*Adopt new textbooks and elective materials for strands including Math in 2015-16 and English Language Arts (with an ELD component) in 2016-17.</p> <p>*Increase the 2014-15 baseline percentage of students scoring proficient or advanced for the CAASSP Assessments by 5% each year after initial test in 2014-15.</p> <p>*Maintain 100% rate of 8th grade students promoted to high school.</p>	<p>Actual Annual Measurable Outcomes:</p>	<p>Class size reduction plan was implemented: 24:1 in TK – 1st grade; Elementary Support Teachers for grades 2 through 5.</p> <p>New Mathematics textbooks were adopted and implemented in 2015-16.</p> <p>A new English Language Arts/English Language Development program has been adopted and will be implemented in 2016-17.</p> <p>An increase in 2014-15 baseline CAASSP scores at the Met or Nearly Met level are expected. Scores will be released in August 2016.</p> <p>100% of 8th grade students are being promoted to high school.</p>
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LCAP Year: 2015-16					
Planned Actions/Services			Actual Actions/Services		
		Budgeted Expenditures			Estimated Actual Annual Expenditures
Provide staff development for all staff that is selected based on student assessment results and staff input. Focus on new math adoption. Develop awareness of Next Generation Science Standards. Provide Professional Learning Community Training for Site Administrators. Provide technology professional development.		cost for trainers, materials and extra hours for staff to attend (Title I and Title II) General Fund \$2,000,000  This amount is also included in Goals 2, 3 & 4	<ul style="list-style-type: none"> <li>• Sent two teachers from each school to California Math Conference.</li> <li>• 16 hrs. of collaboration planning time for 6th-8th Math teachers.</li> <li>• 5 full days of professional development with publisher for 6th-8th Math teachers.</li> <li>• 2 full days of professional development with publisher for K-5th Expert Teams.</li> <li>• 16 hrs. of collaboration and planning time for K-5th Expert Teams.</li> </ul>		\$1,500,000 Due to lack of available substitutes, not all professional development was able to be completed.
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		

<p>Lower Class Size - add teachers to grades TK through 1 to lower class size to 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program to allow for small group instruction and intervention.</p>		<p>Salaries and benefits for teaching staff Unrestricted General Fund \$1,250,000</p> <p>This amount is also included in Goals 2, 3, &amp; 4</p>	<p>Class size for TK - Grade 1 is 24:1. Elementary Support Teachers are in place at each elementary site to support grades 2 - 5.</p>	<p>\$5,200,000</p> <p>Original cost estimate for 64 additional Teachers was too low. Avg cost is \$81,250</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p> <p>LEA-wide</p> <p>Grades: All</p>	
<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>	
<p>Adopt new core textbooks as subject areas are revised for Common Core</p>		<p>Math in 2015-16 Unrestricted General Fund \$2,000,000</p>	<p>Mathematics materials for K-8 were adopted and purchased for all students and teachers for implementation this year. Also, Language Arts materials were purchased for grades TK-5 in June 2016.</p>	<p>\$3,200,000</p> <p>Actual cost of books and materials was higher than expected.</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p> <p>LEA-wide</p> <p>Grades: All</p>	

X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
Site Based funds for the following activities: attendance incentives, academics incentives, enrichment activities, interventions/tutoring, parent training classes, materials for strands/STEAM focus, subscriptions and apps for student iPads		to be given to sites to use and plan for in the School Site Plan for Student Achievement General Fund \$813,000  This amount is also included in Goals 2 & 4	Funds were provided to schools sites to implement interventions and tutoring.  Each site has purchased materials, software subscriptions and apps, provided field trips, technology, clubs, and additional instructors for the arts.	\$813,000
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	

Accelerated Reader Program District-wide to support reading and provide an assessment tool to assist with intervention strategy.		cost of program and materials Unrestricted General Fund \$450,000	Purchased Renaissance Learning Materials, including STAR 360 assessments and Accelerated Reader for all 20 schools. The STAR 360 assessments in Reading and Math are used four times a year by all schools to monitor student progress in both areas.		\$447,549
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Teacher on Special Assignment to support Math focus and new math adoption. Will assist staff with preparation of lesson plans and provide staff development as needed.		salary and benefits Unrestricted General Fund \$85,000	A qualified teacher was not available to fill this position. Will look at hiring current site staff and pay stipends for site Math experts.		\$0
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	

<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>		
<p>Electronics replacement plan to replace or repair damaged and obsolete equipment district-wide.</p>		<p>repair or replace equipment Unrestricted General Fund \$500,000</p>	<ul style="list-style-type: none"> <li>Developed 3 year Replacement Plan for teacher laptops.</li> <li>Developed Replacement Plan for classroom projectors</li> <li>Provided replace/repair of iPads, chargers, cables, and headphones in support of 1:1 program</li> <li>Developed new procedures for documenting and inventorying iPads, damages, and repairs to facilitate immediate replacement of devices resulting in minimum down time for student use.</li> </ul>	<p>\$520,000</p>	
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide</p> <p>Grades: All</p>	
<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>		

Provide Summer School opportunities for intervention and enrichment		staff and materials for summer school Unrestricted General Fund \$500,000	Summer school was offered for students at Haydock and Kamala schools.	\$89,225  Many programs will be started in the summer of 2016. In the next fiscal year.
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>  LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
Offer expanded opportunities (sports and club programs) in After School at the K-8 Schools to engage students		Additional cost to ASES contract Unrestricted General Fund \$150,000  This amount is also included in Goals 2 & 4	More coaches and support from ASES staff allows students at K-8 to participate in afterschool sports and clubs	\$115,243  Not all activities were able to get going at beginning of the year. Late start.
<b>Scope of service:</b>	K-8 Sites  Grades: All		<b>Scope of service:</b>  K-8 Sites  Grades: All	

X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
Transportation to Academies and special programs		Cost of contractor to add routes Unrestricted General Fund \$375,000	Students at the three middle school academies were offered open enrollment to allow them to choose a school site based on their interest in the academy offerings.	\$375,000
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:  3 middle schools  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
School Site Teachers on Special Assignment - 1 TOSA per site to support and monitor student progress in the core program and student achievement needs by support to the classroom teacher regarding student needs.		20 Site TOSA's salaries and benefits Unrestricted General Fund \$2,000,000	TOSAs were hired and assigned to each school site. They support teachers and monitor student progress.	\$2,246,958

<b>Scope of service:</b>	LEA-wide Grades: All		<b>Scope of service:</b>	LEA-wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Support the AVID program through training, fees and field trips at all sites that include grades 6-8.		cost of training, fees and materials Unrestricted General Fund \$200,000	Each K-8 school and the three middle school have an AVID program for students in the middle grades. Teachers and administrators were trained in summer, program fees were paid to allow participation and support from AVID Central, and instructional materials were purchased for student use.	\$49,080 Staff turnover did not allow for all funds to be allocated and used. Planned complete implementation for 2016-17.	
<b>Scope of service:</b>	K-8 and 6-8 schools Grades: All		<b>Scope of service:</b>	K-8 and 6-8 schools Grades: 6th, 7th, 8th	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		



<p>Maintain the additional Special Ed Staffing from 2014-15 to support small class size and support ratios</p>		<p>cost of staff and benefits Unrestricted \$1,500,000</p>	<p>16 positions were added and maintained in the Special Education Department to support.</p>		<p>\$1,088,295</p> <p>Several Speech positions were unable to be filled. Using temporary employees to help fill the gap. Recruitment has laready started to get the position filled.</p>
<p><b>Scope of service:</b></p>	<p>Maintain the additional Special Ed Staffing from 2014-15 to support small class size and support ratios</p> <p>Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide</p> <p>Grades: All</p>	
<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless X Other(Special Education)</p>		

Provide Saturday Academies for intervention and Enrichment for all students		cost for staff and materials Unrestricted General Fund \$500,000	GATE Saturday Academy for three Saturdays from January-May. English Learners, low income and foster youth are included.		\$332,096  Academies got a late start for the 2015-16 year and were only offered in 2 quarters.
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
<b>What changes in actions, services, and expenditures</b>		Math Mentor Teachers will be selected from teachers at each school site to support mathematics education. These teachers will be used since a Math TOSA was not available in 2015-16. AVID training costs will be funded from the Educator Effectiveness Grant in 2016-17 to allow LCFF funds to help sites pay for tutors required for the AVID program.			

<b>Original Goal from prior year LCAP:</b>	All limited English proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading and mathematics. All low-income and foster youth students will reach high academic standards, at a minimum attaining proficiency or better in reading and mathematics.		Related State and/or Local Priorities: X 1 X 2 X 3 X 4 X 5 X 6 X 7 X 8 Local:
Goal Applies to:	Schools:	All  Grades: All	

		Applicable Pupil Subgroups:	All
Expected Annual Measurable Outcomes:	Increase the baseline percentage of English Learners, Foster Youth and Low-Income students scoring proficient or advanced on the CAASSP Assessments by 5% in 2015-16 and 2% in 2016-17.	Actual Annual Measurable Outcomes:	Percentage of EL, Foster Youth and Low-Income students scoring Met or Exceeded on CAASPP.
	Reduce the number of Long Term English Learners from 901 students in grades 5 through 8 by 5% in 2015-16 and 5% in 2016-17.		Number of Long Term English Learners.
	Increase the percentage of EL students meeting AMAO 1 from 59% in 2014-15 to 64% in 2015-16 and 67% in 2016-17.		Percentage of EL students meeting AMAO 1 from 59% in 2014-15 to 64% in 2015-16.
	Increase the percentage of EL students meeting AMAO 2 from 22.8% in 2014-15 to 27.8% in 2015-16 and 29.8% in 2016-17.		Percentage of EL students meeting AMAO 2 from 22.8% in 2014-15 to 27.8% in 2015-16; the number of English Learner students being reclassified from 991 in 2014-15 by 5% in 2015-16.
	Increase the number of English Learner students being reclassified from 991 in 2014-15 by 5% in 2015-16 and another 5% in 2016-17.		2015-16 results not available.
<b>LCAP Year: 2015-16</b>			
<b>Planned Actions/Services</b>		<b>Actual Actions/Services</b>	
	<b>Budgeted Expenditures</b>		<b>Estimated Actual Annual Expenditures</b>
Add new core textbooks as subject areas are revised for common core, including the English Language Development component. Select new textbooks with a focus on the quality of the ELD component.	cost of textbooks Unrestricted General Fund \$2,000,000  This amount is also included in Goal 1	Teachers are currently piloting ELA textbooks with an ELD component. Both programs are available in Spanish.	\$3,200,000  Actual cost of math books was higher than projected.

<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service:	LEA-wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Add a Teacher on Special Assignment to support DLI Programs, provide support with lesson planning and staff development as needed.		teacher salary and benefits Unrestricted General Fund \$85,000	Department was unable to secure a qualified candidate for this position. Will hire a Director of DLI in 2016-17.	\$0	
<b>Scope of service:</b>	Chavez, Curren, Driffill, Elm, Kamala, Lemonwood, Soria Grades: All		Scope of service:	Chavez, Curren, Driffill, Elm, Kamala, Lemonwood, Soria Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		

<p>Add a Math Teacher on Special Assignment to support the new math adoption, assist with lesson planning and provide staff development as needed. Will provide special support with the ELD component of Math.</p>		<p>teacher salary and benefits Unrestricted General Fund \$85,000</p>	<p>Department was not able to secure a qualified candidate for this position. Will use to add stipends to existing math teachers on 2016-17.</p>		<p>\$0</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide  Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide  Grades: All</p>	
<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>			<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>		
<p>Purchase the Idea Placement Test (IPT) to be used as an assessment tool for English Learners to monitor progress in language acquisition all year long.  Provide staff development to all staff with a focus on reclassifying long term English Learners.</p>		<p>cost of program and materials Unrestricted General Fund \$120,000</p>	<p>Purchased IPT and provided staff development to site TOSAs, administrators, school psychologists and speech teachers.  The assessment was administered to English Learners at all school sites.</p>		<p>\$188,923  Materials cost a little more than projected.</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide  Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide  Grades: All</p>	

_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Purchase the Accelerated Reader Program district-wide to support reading and provide an assessment tool to assist with intervention strategy. Will also be used as a local tool for assessment related to reclassification.		cost of program and materials Unrestricted General Fund \$450,000	<ul style="list-style-type: none"> <li>STAR 360 initial Fall assessments were used for reclassification with the benchmark of 50%.</li> <li>The STAR 360 Spring Assessment will be used at the end of the year for reclassification.</li> </ul>	\$447,549	Teachers are using the STAR 360 as a progress monitoring tool to measure student growth and identify students in need of additional support. TOSAs have noted a direct correlation between the STAR 360 Reading and the IPT Reading results.
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	<ul style="list-style-type: none"> <li>LEA-wide</li> </ul>	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		

Provide staff development to all staff to the English Language Arts/English Language Development framework.		cost of trainers, materials and staff extra hours (Title I and Title II) General Fund \$2,000,000  This amount is included in Goals 1, 3, & 4	Training on this framework will begin this spring. More than one third of K-5 teachers across the district had not be trained in the use of the new ELD standards. ELD standards training has taken place throughout the fall semester and will conclude with the last session for TK-K teachers.  Training on the ELA/ELD Framework will follow.		\$0
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	
<input type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other			<input checked="" type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other		
Lower class size - add teachers in grades TK through 1 to lower class size to a ratio of 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program that allows for small group instruction and intervention. Small groups can focus on English language development, support foster youth and low income as identified.		cost of teachers and benefits Unrestricted General Fund \$1,250,000	Class size for TK - Grade 1 is 24:1. Elementary Support Teachers are in place at each elementary site to support grades 2 - 5.		\$5,200,000  Original estimate was for less than the 64 Teachers needed.
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	

X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
Site based interventions and tutoring focusing on Long Term English Learners and English Learners close to reclassification or newly reclassified.		to be given to sites to use and plan for in the Single Plan for Student Achievement (Title III) General Fund \$289,000	Funds were provided to schools sites to implement interventions and tutoring. Each school site offers these services in the form of tutoring, after school homework help, use of ISP for smaller, differentiated groups, substitutes to allow for teacher assessment using the IPT and for collaboration time to develop lessons and to identify strategies to support ELs	\$211,497  Tutoring got started after the beginning of the year and did not get used for the full school year.
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	LEA-wide  Grades: All
_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils X Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	



<p>Site based interventions and tutoring supporting Foster Youth students.</p>		<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000</p> <p>This amount was also included in Goals 1 and 4</p>	<p>Funds were provided to schools sites to implement interventions and tutoring. Students in foster care are identified through Pupil Services and each site provides support based on the needs of the student.</p>		<p>\$813,000</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide</p> <p>Grades: All</p>	
<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p><input type="checkbox"/> All</p> <p>-----</p> <p><input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>		

<p>Site based funds to provide intervention and tutoring to low income students</p>		<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000</p> <p>this amount is also include above and in Goals 1 &amp; 4</p>	<p>Funds were provided to schools sites to implement interventions and tutoring. This subgroup of students makes up the majority of students on each campus. All supports, interventions and enrichment activities target these students: tutoring, homework help, extra materials, ISPs for small group instruction, computer software to individualize instruction, substitutes to allow for data analysis and collaboration.</p>		<p>\$813,000</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide</p> <p>Grades: All</p>	
<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races X Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>			<p>_ All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races X Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless</p> <p>_ Other</p>		

<p>Site based funds to provide extra interventions/tutoring, parent training classes, materials for strand and STEAM focus, subscriptions and apps for student iPads, enrichment activities, attendance and academic incentives.</p>		<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000</p> <p>this amount is also included above and in Goals 1 &amp; 4</p>	<p>Funds were provided to schools sites to implement interventions and tutoring.</p> <p>Each site has purchased materials, software subscriptions and apps, provided field trips, technology, clubs, and additional instructors for the arts.</p>		<p>\$813,000</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide Grades: All</p>	
<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>			<p>X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>		

<p>Funds to be added to the English Learner Services Department to purchase English Language Development materials and supplies for support with interventions on EL Students.</p>		<p>materials and supplies (Title III) General Fund \$350,000</p>	<p>Added funds were used to purchase ELD materials.</p>	<p>\$40,000</p> <p>Less materials were needed due to the adoption of the new Language Arts Materials that included ELD Materials.</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>
<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p><input type="checkbox"/> All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>	

Continue work to review and update the District EL Master Plan and EL Programs with Loyola Marymount University		contract for LMU, materials and supplies Unrestricted General Fund \$100,000	EL Master Plan revision is in progress.		\$124,800
<b>Scope of service:</b>	LEA-wide Grades: All		<b>Scope of service:</b>	LEA-wide Grades: All	
_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Offer expanded sports and club opportunities at the K-8 Schools to engage students. Focus on engaging English Learners, Foster Youth and Low-Income students.		cost of ASES contract Unrestricted General Fund \$150,000	The ASES program has expanded its offerings at several school sites to offer additional		\$115,243
<b>Scope of service:</b>	K-8 Schools Grades: All		<b>Scope of service:</b>	K-8 Schools Grades: All	

_ All ----- X Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races X Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- X Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races X Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
Offer Summer School opportunities for intervention and enrichment. 2015 will focus on long term English Learners and Migrant students. Program will be expanded in future years to include foster youth and low income students.		cost of staff extra hours, materials and supplies Unrestricted General Fund \$500,000	Summer school was offered to long term English Learners at Haydock School.	\$89,224  Most summer school will happen summer 2016.
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	LEA-wide  Grades: 6th, 7th, 8th
_ All ----- X Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	

Offer expanded Transportation services to Academies and district special programs. Focus on attracting English Learners, Foster Youth and Low-income students to the Academies.		cost to add routes to transportation contract Unrestricted General Fund \$375,000	Students at the three middle school academies were offered open enrollment to allow them to choose a school site based on their interest in the academy offerings.	\$375,000
<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service: 3 middle schools. Grades: 6th, 7th, 8th	
_ All ----- X Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races X Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- X Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races X Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
Sustain the Migrant Ed Recruiter position in the English Learner Services Department to continue support for the District's Migrant families.		cost of salary and benefits Unrestricted General Fund \$65,000	The Migrant Ed Recruiter position remains in place to support the District's Migrant families. The Recruiter supports families new to the district and coordinates with VCOE to assist families as needed.	\$77,778
<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service: LEA-wide Grades: All	

_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Provide breakfast at no cost to all students to support students beginning their day ready to learn.		cost of food (Child Nutrition Fund) \$1,000,000	Breakfast is offered at school sites daily.		\$1,000,000
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Provide 2nd chance breakfast to all students to ensure that students are not hungry during the day and are ready to learn.		cost of food (Child Nutrition Fund)	This breakfast opportunity is available for students who request it.		\$0
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	LEA-wide  Grades: All	



<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>		
<p>Offer Saturday Academies throughout the year to support intervention and enrichment for English Learners, Foster Youth and Low Income students.</p>		<p>cost of staff and materials Unrestricted General Fund \$500,000</p>	<p>Saturday academies are in progress at strategically selected sites for spring academies.</p>	<p>\$332,096</p>	
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>	

<input type="checkbox"/> All ----- <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other			<input checked="" type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other	
Maintain the 2 District Mixteco Translator positions to support native language translation services		salaries and benefits Unrestricted General Fund \$110,000	Mixteco Translators (2) were maintained to support parents and students	\$101,422
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All
<input type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other			<input type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other	

<p>Funds to be allocated to English Services Department and to each site based on LEP counts to support site based EL programs and services as listed in each sites approved SPSA.</p>		<p>based on site allocations in each SPSA and approved by School Site Council and Board Unrestricted General Fund \$1,000,000</p>	<p>Funds were provided to schools sites to implement interventions and tutoring, including after school and intersession classes, professional development for teacher, instruction materials and apps and ISP support for small group instruction</p>	<p>\$1,000,000</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide Grades: All</p>
<p>_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>			<p>_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	
<p>Add 4 Paraeducators to assist in the newcomer classrooms at McKinna School</p>		<p>cost of salaries and benefits Unrestricted General Fund \$125,000</p>	<p>Paraeducators were hired and assigned to McKinna School.</p>	<p>\$24,186  Was only able to hire 1 Para. Subs filled the other spots while we recruit.</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide Grades: All</p>		<p>Scope of service:</p>	<p>McKinna School. Grades: All</p>

_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Maintain the additional Teacher and Paraeducator to support the 3rd grade newcomer class at McKinna		salaries and benefits Unrestricted General Fund \$120,000	Teacher and Paraeducator were maintained at McKinna for the 3rd grade newcomer class.		\$85,230  Actual cost of teacher and para were less than projected.
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	McKinna School  Grades: 3rd	
_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
5 Teachers on Special Assignment in the English Learner Division to monitor and support EL Instruction and ELD Implementation in the classrooms.		cost of 5 TOSA's salaries and benefits Unrestricted General Fund \$550,000	Five TOSAs are in place. Each TOSA supports four school sites and districtwide needs.		\$596,927

<b>Scope of service:</b>	LEA-wide Grades: All		<b>Scope of service:</b>	LEA-wide Grades: All	
_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
<b>What changes in actions, services, and expenditures</b>	The District was unable to locate a candidate for a TOSA to support the Dual Language Immersion program. This position was changed to a Director of Dual Language Programs and will be available for hire for the 2016-17 school year. The training for the ELA/ELD Framework was delayed because all teachers in the K-5 program had not completed training on the English Language Development Standards which are a key component of the Framework. The training for the new K-5 ELA/ELD textbook adoption in 2016-17 will provide the training on the Framework.				

<b>Original Goal from prior year LCAP:</b>	All students will be taught by highly qualified well-trained professionals.		Related State and/or Local Priorities: X 1 X 2 _3 X 4 X 5 X 6 X 7 X 8 Local:
Goal Applies to:	Schools:	All  Grades: All	
Expected Annual Measurable Outcomes:	Applicable Pupil Subgroups:	All	
	<p>Increase the baseline percentage of staff members who rate their job satisfaction at a score of 3, 4 or 5 on a staff survey by 5% each year in 2015-16 and 2016-17.</p> <p>Decrease the staff turnover rate of .071% by .005% each year in 2015-16 and 2016-17.</p> <p>Maintain the status of 100% of highly qualified teachers hired for all years.</p>	Actual Annual Measurable Outcomes:	<p>It was impossible to secure the baseline survey instrument or results.</p> <p>Staff turnover rate decreased from .071%. Data will be available after June 17.</p> <p>100% of teachers hired in 2015-16 were highly qualified.</p>
<b>LCAP Year: 2015-16</b>			
<b>Planned Actions/Services</b>		<b>Actual Actions/Services</b>	
	<b>Budgeted Expenditures</b>		<b>Estimated Actual Annual Expenditures</b>
Lower class size - add teachers to grades TK through 1 to lower class size to a 24:1 ratio, add Elementary Support Teachers to support grades 2 through 5 with a program to allow for small group instruction	<p>cost of teacher salaries and benefits Unrestricted General Fund \$1,250,000</p> <p>This amount is also included in Goals 1 &amp; 2</p>	Lower class size - add teachers to grades TK through 1 to lower class size to a 24:1 ratio, add Elementary Support Teachers to support grades 2 through 5 with a program to allow for small group instruction	<p>\$5,200,000</p> <p>Actual number of teachers hired was 64 which is much higher than projected.</p>

<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service:	See Goals 1 and 2 Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Provide staff development for all staff in classroom management, cultural awareness and content specific areas to insure staff is prepared and knowledgeable.		cost for trainers and staff extra hours (Title I and Title II) General Fund \$2,000,000  This amount is also included in Goals 1& 2	See Goal 1.2	\$1,500,000  Due to lack of substitutes, some professional development was unable to be completed or offered.	
<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service:	LEA Wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		

Provide competitive salaries and benefits package to compete for new staff with neighboring Districts		Cost of salary and benefits increases - General Fund	Negotiations were settled with all unions.		\$0
<b>Scope of service:</b>	LEA-wide Grades: All		<b>Scope of service:</b>	LEA-wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Develop and refine recruitment strategies, utilizingn college job fairs as well as state wide organizations existing job fairs and shows.		Cost materials and travel.  Unrestricted General Fund \$15,000	The Human Resources Department is working to increase the number of qualified applications through recruitment efforts.		\$14,573
<b>Scope of service:</b>	LEA-wide Grades: All		<b>Scope of service:</b>	LEA-wide Grades: All	



<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>		<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>
<p><b>What changes in actions, services, and expenditures</b></p>	<p>Members of the current LCAP Committee recommended including teachers in the recruitment activities at job fairs and shows.</p>	

<p><b>Original Goal from prior year LCAP:</b></p>	<p>All students will be educated in learning environments that are safe, drug-free and conducive to learning</p>	<p>Related State and/or Local Priorities: X 1 X 2 <input type="checkbox"/> 3 X 4 X 5 X 6 X 7 X 8 Local:</p>
<p>Goal Applies to:</p>	<p>Schools:</p>	<p>All</p>
	<p>Grades: All</p>	
	<p>Applicable Pupil Subgroups:</p>	<p>All</p>

Expected Annual Measurable Outcomes:		Actual Annual Measurable Outcomes:	
	<p>Reduce suspension rates by 1% from 3.3% in 2014-15 in 2015-16 and by 1.3% in 2016-17.</p> <p>Maintain a 0% expulsion rate for all years.</p> <p>Decrease the 2014-15 chronic absence rates from 5% by .5% each year.</p> <p>Decrease the percentage of 7th grade students reporting that they have been in a fight on the California Healthy Kids Survey from 21% in 2014-15. Decrease by 3% in 2015-16 and 6% in 2016-17.</p> <p>Decrease the percentage of 5th grade students reporting that they have been hit or pushed on the California Healthy Kids Survey from 28% in 2014-15 by 3% in 2015-16 and 6% in 2016-17.</p>		<p>Suspension rate was actually 2.9% in 2014-15.</p> <p>Internal records show between .06 and .1% of students were expelled in 2014-15. County and state average was .01%.</p> <p>Percentage of 7th grade students reporting that they have been in a fight on the CHKS in 2013-14 was 21%. A decrease of 3% would be 18%.</p> <p>Percentage of 5th grade students reporting that they have been hit or pushed on the CHKS was actually 43% in 2013-14. A decrease of 3% in 2015-16 would be 40%.</p> <p>CHKS survey was actually conducted in 2013-14.</p>

LCAP Year: 2015-16					
Planned Actions/Services			Actual Actions/Services		
		Budgeted Expenditures			Estimated Actual Annual Expenditures
Lower class size - add teachers to grades TK through 1 to lower class size ratio to 24:1, add Elementary Support Teachers for grades 2 though 5 to support a program that would allow for small group instruction		cost of teacher salaries and benefits Unrestricted General Fund \$1,250,000  This amount is also included in Goals 1, 2 & 3	See Goals 1 and 2		\$5,200,000  The 64 teachers needed were more than the original projection.
<b>Scope of service:</b>	LEA_wide  Grades: All		Scope of service:	LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		

<p>Provide staff development for all staff on student engagement, working with low-income students, attendance strategies, positive student behavior (CHAMPS), multi-culturalism and positive affirmation on student efforts.</p>		<p>cost for trainers, materials and staff extra hours (Title I and Title II) General Fund \$2,000,000</p> <p>This amount is also included in Goals 1, 2 and 3</p>	<p>Efforts in this area include CHAMPS training, attendance workshops, cultural proficiency training and student incentives.</p>		<p>\$198,011</p> <p>The \$2,000,000 total budget was for all district staff development. This is just the CHAMPS piece. \$1,500,000 was spent on other areas of staff development.</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide</p> <p>Grades: All</p>	
<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>			<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>		
<p>Task force on student behavior, look at ways to support students removed from classrooms but not suspended or expelled. Coordinate District-wide implementation of CHAMPS</p>		<p>No cost item</p>	<p>Committee has been formed and is meeting to develop a protocol for monitoring and improving student behavior. CHAMPS is being implemented as staff is trained throughout the year.</p>		<p>\$0</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p>	<p>LEA-wide</p> <p>Grades: All</p>	

X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
District-wide implementation of CHAMPS positive student behavior program to support consistent interactions across the district and sites.		cost for trainers, materials and staff extra hours Unrestricted General Fund \$350,000	Teachers, classified staff and administrators are participating in CHAMPS training this year. Middle school staff was trained in Summer 2015 as part of the MSAP grant.	\$198,011  Late start getting this training going, so not all was able to be accomplished. Will complete in 2016-17.
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	LEA-wide  Grades: All
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	

<p>Site based funds for parent training classes on the use of iPads and subscriptions and apps for student iPads.</p>		<p>to be given to sites to use and plan for in the School Plan for Student Achievement Unrestricted General Fund \$813,000</p> <p>This amount is also included in Goals 1 &amp; 2</p>	<p>Several school sites have hosted parent training on iPads. The Ed Services department is working with a vendor to provide training for parents through the use of iPads.</p>	<p>\$813,000</p>
<p><b>Scope of service:</b></p>	<p>LEA wide</p> <p>Grades: All</p>		<p>Scope of service:</p> <p>LEA-wide</p> <p>Grades: All</p>	
<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>			<p>X All</p> <p>-----</p> <p>_ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other</p>	
<p>District-wide Art &amp; Music programs to support enrichment activities and engage students</p>		<p>This amount is also included in Goals 1 &amp; 2</p>	<p>One Art and one Music TOSA are working at 9 schools; have provided professional development and created integrated activities with the ELA/ELD Unit 2.</p>	<p>\$246,785</p> <p>Materials and supplies were not figured into the original estimate.</p>

<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service:	LEA-wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Maintain a committee to address social emotional needs of the students from indigenous communities		no cost item	Pupil Services has convened a committee to identify the needs of students from indigenous communities and develop a plan to support the needs as part of the school district program.		\$0
<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service:	LEA-wide Grades: All	
_ All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander X English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		

Offer expanded opportunities (club and sports programs) to After School Program at the K-8 Sites to engage students		added to ASES contract  Unrestricted General Fund \$150,000	See Goal 1.	\$115,243
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:  LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other	
Maintain Behavioral Specialist Position. Works with students to improve behavior and help set a plan to maintain attendance of students		salary and benefits  Unrestricted General Fund \$105,000	The position continues to be supported by the District.	\$74,482  Due to staff turnover, the position was vacant for a portion of the year.
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:  LEA-wide  Grades: All	



<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>	
<p>Develop a 5 year (or more) deferred maintenance plan to keep schools in good repair and provide a better learning environment</p>		<p>materials and supplies to support deferred maintenance projects Unrestricted General Fund \$675,000</p>	<p>Projects were completed across the district to repair roofs, flooring and paint and cover walls.</p>	<p>\$925,000</p> <p>A couple projects cost more than estimated.</p>
<p><b>Scope of service:</b></p>	<p>LEA-wide</p> <p>Grades: All</p>		<p>Scope of service:</p> <p>LEA-wide</p> <p>Grades: All</p>	
<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>			<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>	
<p>Maintain School Resource Officers to support sites and students</p>		<p>cost of SRO contract Unrestricted General Fund \$151,000</p>	<p>SROs continue to support sites and students in OSD.</p>	<p>\$150,218</p>

<b>Scope of service:</b>	LEA-wide Grades: All		<b>Scope of service:</b>	LEA-wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Maintain level of Campus Supervision to keep students safe at lunch and recess and provide before and after school supervision		salaries and benefits Unrestricted General Fund \$950,000	Campus supervisors are on campuses to support student supervision.	\$1,395,546  Cost of Campus was higher than original estimate due to a bargained salary increase.	
<b>Scope of service:</b>	LEA-wide Grades: All		<b>Scope of service:</b>	LEA-wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		

Maintain nursing staff and monitor student to nurse ratios		salaries and benefits of additional nurse Unrestricted General Fund \$88,000	The level of nursing staff has been maintained.		\$113,835  Nurse received her masters and was given a salary increase.
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Add a late bus route to pick-up students at the 3 middle school academies to support intervention, tutoring and sports programs		cost to add a route to transportation contract Unrestricted General Fund \$75,000	The late bus is provided.		\$75,000
<b>Scope of service:</b>	3 Middle Schools  Grades: All		<b>Scope of service:</b>	3 middles schools  Grades: 6th, 7th, 8th	

X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Better communication with parents, support EdConnect system and translation services to support the communication with all parents		no cost item	<ul style="list-style-type: none"> <li>• Provided district wide training for configuring new EdConnect website.</li> <li>• Deployed EdConnect ParentLink app to allow parents access to school and district information from any mobile device.</li> </ul>		\$0
<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service:	LEA-wide Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Maintain Community Liaison Position to support Enrollment Center with new enrollees special needs. Also to communicate needs of new enrollees to the site staff. Specifically helping to identify foster youth students.		salary and benefits Unrestricted General Fund \$70,000	The staff member continues to support new enrollees to ensure the appropriate program is provided.		\$80,238
<b>Scope of service:</b>	LEA-wide Grades: All		Scope of service:	LEA-wide Grades: All	

<input type="checkbox"/> All ----- <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input checked="" type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other			<input checked="" type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other	
Maintain a School Counselor at every site to support student social and emotional needs		salaries and benefits Unrestricted General Fund \$2,000,000	Counselors are assigned to each school site.	\$2,540,535  Original estimate did not have salary increase included.
<b>Scope of service:</b>	LEA-wide  Grades: All		Scope of service:	LEA-wide  Grades: All
<input checked="" type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other			<input checked="" type="checkbox"/> All ----- <input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other	

Maintain Outreach Consultant positions as full time at all sites to support student social and emotional needs outside of the school day. Also supports attendance.		Salaries and benefits Unrestricted General Fund \$575,000	Outreach consultants support students at each school site.		\$962,630  Staff salary increase and schedule movement were higher than budgeted.
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	
X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other			X All ----- _ Foster Youth _ American Indian or Alaska Native _ Hispanic or Latino _ Two or More Races _ Low Income Pupils _ Redesignated fluent English proficient _ Asian _ Native Hawaiian or Pacific Islander _ English Learners _ Black or African American _ Filipino _ White _ Students with Disabilities _ Homeless _ Other		
Maintain training programs for Campus Supervisors		cost of training and materials Unrestricted General Fund \$25,000	Campus Supervisors participated in CHAMPS training to support student behavior.		\$8,362  Only part of the training was able to be comepleted. Will conitnue in 2016-17.
<b>Scope of service:</b>	LEA-wide  Grades: All		<b>Scope of service:</b>	LEA-wide  Grades: All	

<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>		<p>X All</p> <p>-----</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Two or More Races <input type="checkbox"/> Low Income Pupils <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> English Learners <input type="checkbox"/> Black or African American <input type="checkbox"/> Filipino <input type="checkbox"/> White <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> Homeless <input type="checkbox"/> Other</p>
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**What changes in actions, services, and expenditures**

All actions and services were implemented in 2015-16. For the 2016-17 school year, the cost of School Resources Officers will increase. Better communication with parents will occur through the use of the Oxnard School District app, available for Apple and Android devices.



### Section 3: Use of Supplemental and Concentration Grant funds and Proportionality

- A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

<b>Total amount of Supplemental and Concentration grant funds calculated:</b>	23281409
<p>Calculated using the FCMAT LCFF Calculator tool. The District is 88% unduplicated pupil count.</p> <p>The administration worked with parents from DELAC and Superintendent's Advisory Committee as well as OEA, CSEA and OSSA leaders to update the LCAP actions and services to meet the needs of all children in the district with emphasis for children that are English Learners, low income, Foster youth and special education. On a districtwide basis, the plan supports the following services and actions:</p> <ol style="list-style-type: none"> <li>1. Increased school safety and improving school climate</li> <li>2. Providing students access to STEAM through the implemenatation of the Common Core State Standards</li> <li>3. Increasing parental involvement districtwide</li> <li>4. Focus on supporting the whole child by increasing support staff (school counselors, outreach specialists, nurses) and resources at sites</li> <li>5. Increasing student achievement for all children, especially special education students, Foster Youth, and English Learners, and ensuring access to core materials and instruction</li> <li>6. Supporting the basic level of support for facilitites, appropriate materials for children, and highly qualified techers.</li> </ol> <p>In order to meet the above needs in out District, the total LCFF supplemental and concentration grant funding will be directed towrd the sites as well as at the district level. In addition, the supplemental grant funding is principally targeted to support English Learners, Foster Youth and low income students. These funds will also be used to provide targeted academic interventions for all students that are identified as needing support as well as in the social-emotional areas. Past experience and research confirms that this is the most effective use of funds.</p>	

- B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

17.00	%
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Calculated using the FCMAT LCFF calculator tool. The services below represent an increase in service to our unduplicated students of over 20%.

In order to support academic success for English Learners, Foster Youth and low income children, the majority of the LCFF supplemental and concentration grants will be distributed to sites and a portion used at the district level. The targeted funds will be provided to support academic intervention as needed following a RtI2 model. In addition, it is important that our children's families are also part of the plan. Funds are set aside to support an increased parent involvement and training. Research has shown that having parents actively involved with the child's education supports an increase in a child's social as well as academic achievement. In addition, the supplemental and concentration funds will be used to build capacity for parent involvement at the school sites as well as the district level.

The district will support school sites by ensuring that the supplemental and concentration funds are also targeted at increasing school attendance and supporting children and families where there is a need. The Outreach Specialist that will be assigned to each of the school sites will support this targeted group of children to ensure that the district is strengthening and supporting student learning and development by having the child at school on time every day.

The supplemental and concentration funds will also greatly support the areas of need for English Learners in the district. Implementing the revised EL Master Plan and providing training to staff around the EL Master Plan to ensure that it is being implemented to support the children's needs. In addition, the district is responding to the needs of the community by adding to the DLI program districtwide. Also the Newcomer Academy is offering expanded opportunities to more grade levels.

The stakeholders expressed a need to have a Community Liaison to support the needs of Foster Youth, English Learners and low income students. This position was new in 2014-15 and will continue to provide resource support and communication districtwide. The Community Liaison will also increase the district's focus on supporting and increasing parental involvement in the schools.

## LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the

following shall apply:

(a) “Chronic absenteeism rate” shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where “chronic absentee” means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) “Middle School dropout rate” shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) “High school dropout rate” shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) “High school graduation rate” shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) “Suspension rate” shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
  - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  - (3) Divide (1) by (2).
- (f) “Expulsion rate” shall be calculated as follows:
- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
  - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  - (3) Divide (1) by (2).

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

### **ADOPTION OF OXNARD SCHOOL DISTRICT 2016-17 BUDGET (Cline/Penanhoat)**

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Subsequent to the public hearing held at the June 1, 2016 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2016/17 fiscal year.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2016/17 fiscal year

#### **ADDITIONAL MATERIAL**

Attached: Oxnard School District 2016-17 Adopted Budget (178 pages)

# 2016-17 Adopted Budget



Board Meeting of  
June 22, 2016

(Includes Estimated 2015-16 Financial Data)

Prepared by:  
Lisa Cline, Deputy Superintendent, Business & Fiscal  
Services, and  
Janet Penanhoat, Director of Finance

## **Mission:**

*Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.*

## **Vision:**

*Empowering all children to achieve excellence*

**OXNARD SCHOOL DISTRICT**  
**Single Budget Adoption (July 1) 2016-2017**

June 22, 2016

Members of the Board of Trustees  
Citizens and Administration of the District

Ladies and Gentlemen:

This is the twenty third year that the Oxnard School District has chosen to use the single budget adoption process. The forms are those prescribed by the State of California, which display not only the 2016-17 budget but also the 2015-16 estimates of final revenues and expenditures.

Under the Single Budget Adoption process, the actual revenues and expenditures for 2015-16 will be presented to the Board as soon as the books are closed (scheduled for September 2016). Additionally, within 45 days of the Governor signing the 2016-17 Budget Act, a revised summary of its impact on our adopted budget must be provided to the Board.

**GENERAL FUND**

**2016-17 REVENUES**

1. ADA (Average Daily Attendance) - The ADA used for 2016-17 was based on enrollment projections. As we have seen small increases in enrollment in the last few years, we are projecting flat enrollment at this time.
2. Revenue Limit - The Revenue Limit has been replaced by the Local Control Funding Formula (LCFF). Worksheets showing the LCFF calculations are included in this report.
3. Lottery Revenues- are projected at the same level as 2015-16.
4. One-Time Categorical, Restricted and Federal Revenues received in 2015-16, but not expected to be repeated in 2016-17, have been removed.

**EXPENDITURES FOR 2015-16**

1. Certificated and Classified Salaries - Step and column increases have been added to the budget.
2. Retiree Benefits – An increase to the rates of 2% has been budgeted.
3. Worker's Compensation Premiums – remain the same.



4. State Unemployment Insurance – rates remain the same at .05%.
5. One-time Categorical and Restricted - Expenses in 2015-16 not expected to be repeated in 2016-17 have been removed from the expenditure projections.
6. Budget Adjustments – The 2016-17 Adopted Budget is built on the assumption that expenditures, in any object, may not exceed their budgeted amounts without Board approval. Adjustments may be made throughout the year to insure budgetary compliance.

The 2016-17 Budget also includes expenditures for all actions supported in the District's Local Control Accountability Plan (LCAP).

### **OTHER FUNDS**

Building Fund (Form 21) - The expenditures from the 2012 G.O. Bonds includes the Measure R projects that have been started.

Child Development Fund (Form 12) - Used for the State Preschool Programs at Curren, Chavez, McKinna, San Miguel, Lemonwood, Driffill and Rose Avenue Schools.

Cafeteria Account (Form 13) – Child Nutrition Services shows a positive ending balance and will not need to have any encroachment to the General Fund.

#### **Capital Facilities Funds/Consolidated (Form 25)**

Developer Fees - Revenues in this fund are dependent on residential and commercial development in the Community. Brekke COP payment, and related professional services. Restricted are the other tax revenues collected on the Redevelopment Agency.

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for both the 1988 and 1997 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Trust Fund to provide for the cost of retiree benefits across all programs and funds. Payment for the contribution for retiree's benefits to the Gold Coast Health Benefits Trust are made from this fund.

**PRELIMINARY BUDGETS FOR 2017-18 AND 2018-19**

Enrollment increases are projected based upon reports received. Expenditure increases for total compensation are included in these projections. Step and column increases are included.

This budget has been prepared based on the best information at hand at this point in time and is subject to change, as always is the case. The 2015-16 estimates will not be finalized until late-August and the 2016-17 Revenues and Expenditures may change once a Budget Act is signed by the Governor.

Respectfully submitted,



Lisa Cline  
Deputy Superintendent, Business & Fiscal Services

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ANNUAL BUDGET REPORT;  
July 1, 2016 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Oxnard School District  
Date: June 01, 2016

Place: Oxnard School District  
Date: June 01, 2016  
Time: 07:00 PM

Adoption Date: June 22, 2016

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Contact person for additional information on the budget reports:

Name: Janet Penanhoat

Telephone: 805-385-1501 x2455

Title: Director of Finance

E-mail: jpenanhoat@oxnardsd.org

### Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF)	Projected change in LCFF is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?  • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2015-16) annual payment?		X
			X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?  • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
			X	
				X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
				X
			n/a	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year? • Approval date for adoption of the LCAP or approval of an update to the LCAP:		X
			Jun 22, 2016	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?		X

<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			<b>No</b>	<b>Yes</b>
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(  ) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

(  ) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

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

(  ) This school district is not self-insured for workers' compensation claims.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Jun 22, 2016

For additional information on this certification, please contact:

Name: Norma Magana

Title: Risk Manager

Telephone: 805-385-1501 x2443

E-mail: nmagana@oxnardsd.org



G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2015-16 Estimated Actuals	2016-17 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	
MYP	Multiyear Projections - General Fund		GS

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2015-16 Estimated Actuals	2016-17 Budget
NCMOE	No Child Left Behind Maintenance of Effort	G	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

# Assumptions for the 2016-17 Budget Development

During the months of May and June each year, the District finalizes its budget for the coming year. In order to project the budget, a series of assumptions about the conditions of the District must be determined. These assumptions are then inserted into state and District formulas in order to determine the final budget for the next year.

The accuracy of the District's budget projection for the next year is only as good as the assumptions that are used in developing the budget. If the assumptions are wrong, so too will be the budget. As a consequence, the assumptions—at least the primary ones—have to be carefully considered in evaluating the accuracy of next year's income and expense. Often, the assumptions for budget development are revised several times during a fiscal year.

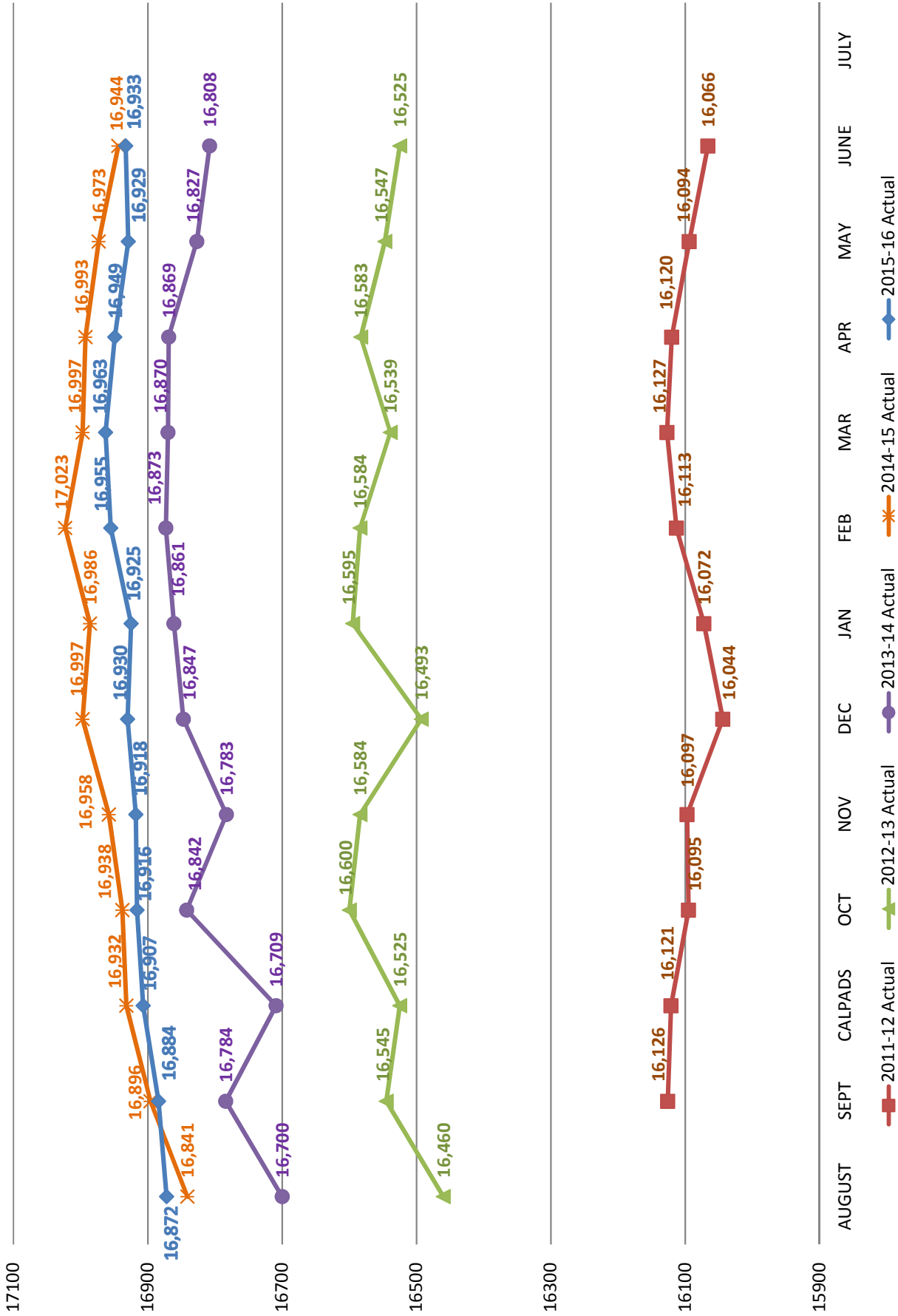
Since it is impossible to accurately predict all of the assumptions that are needed in budget development, Oxnard School District updates its budget—and the assumptions—three times after the original budget is adopted. The assumptions are updated with a revision that occurs within 45 days after the adoption of the State Budget and with two interim reports that are delivered to the Board of Education in January and March of each fiscal year.

## Financial Assumptions for 2014-15 Budget Development

	%	Total
ADA percentage change over prior year	0.0	\$0.00
LCFF Gap Funding by percentage and dollars	54.84%	\$22,582,403
District's estimated Unrestricted Beginning Balance	1.50%	\$13,001,458
Certificated payroll increases due to the step and column movement	0.00	\$975,645
Health and Welfare cost increase		\$0
Others:		\$0

The District's budget projection is only as good as the assumptions that are used in developing the District's revenues and expenses

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



Description	2015-16 Estimated Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	16,363.19	16,359.27	16,400.51	16,363.19	16,363.19	16,363.19
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	16,363.19	16,359.27	16,400.51	16,363.19	16,363.19	16,363.19
<b>5. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class	60.66	60.66	60.66	60.66	60.66	60.66
c. Special Education-NPS/LCI						
d. Special Education Extended Year	5.06	5.06	5.06	5.06	5.06	5.06
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	65.72	65.72	65.72	65.72	65.72	65.72
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	16,428.91	16,424.99	16,466.23	16,428.91	16,428.91	16,428.91
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2015-16 Estimated Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Adults in Correctional Facilities</b>						
<b>5. County Operations Grant ADA</b>						
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2015-16 Estimated Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>						
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	0.00	0.00	0.00	0.00	0.00	0.00

**LCFF Calculator Universal Assumptions**  
Oxnard (72538) - 2016-17 Adopted Budget

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
<b>Summary of Funding</b>								
Target	\$ 165,873,011	\$ 167,178,528	\$ 168,735,769	\$ 167,746,108	\$ 169,679,330	\$ 173,740,716	\$ 178,334,800	\$ 178,334,800
Floor	<b>100,523,159</b>	<b>108,767,534</b>	<b>126,397,130</b>	<b>148,200,409</b>	<b>158,919,287</b>	<b>166,877,451</b>	<b>169,706,509</b>	<b>176,191,493</b>
Applied Formula: Target or Floor	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR
Remaining Need after Gap (informational only)	57,506,762	40,794,144	20,237,869	8,826,838	2,801,915	4,034,227	2,143,267	2,143,307
Current Year Gap Funding	7,843,090	17,616,850	22,100,770	10,718,861	7,958,128	2,829,038	6,485,024	-
Economic Recovery Target	-	-	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-	-	-
<b>Total Phase-In Entitlement</b>	<b>\$ 108,366,249</b>	<b>\$ 126,384,384</b>	<b>\$ 148,497,900</b>	<b>\$ 158,919,270</b>	<b>\$ 166,877,415</b>	<b>\$ 169,706,489</b>	<b>\$ 176,191,533</b>	<b>\$ 176,191,493</b>

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
<b>Components of LCFF By Object Code</b>									
8011 - State Aid	\$ 42,073,874	\$ 71,601,903	\$ 84,522,746	\$ 105,637,473	\$ 115,464,882	\$ 125,092,785	\$ 137,940,412	\$ 153,609,130	\$ 153,609,090
8011 - Fair Share	-	-	-	-	-	-	-	-	-
8311 & 8590 - Categoricals	17,222,074	-	-	-	-	-	-	-	-
EPA (for LCFF Calculation purposes)	17,378,068	17,595,638	22,395,289	21,712,125	20,871,986	19,202,227	9,183,674	-	-
Local Revenue Sources:									
8021 to 8089 - Property Taxes	19,168,708	19,168,708	19,466,349	21,148,302	22,582,403	22,582,403	22,582,403	22,582,403	22,582,403
8096 - In-Lieu of Property Taxes	-	-	-	-	-	-	-	-	-
Property Taxes net of in-lieu	21,314,278	19,168,708	19,466,349	21,148,302	22,582,403	22,582,403	22,582,403	22,582,403	
TOTAL FUNDING	\$ 97,988,294	\$ 108,366,249	\$ 126,384,384	\$ 148,497,900	\$ 158,919,270	\$ 166,877,415	\$ 169,706,489	\$ 176,191,533	\$ 176,191,493
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: EPA In Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Phase-In Entitlement</b>	<b>\$ 108,366,249</b>	<b>\$ 126,384,384</b>	<b>\$ 148,497,900</b>	<b>\$ 158,919,270</b>	<b>\$ 166,877,415</b>	<b>\$ 169,706,489</b>	<b>\$ 176,191,533</b>	<b>\$ 176,191,493</b>	
8072 - EPA Receipts (for budget & cashflow)	\$ 17,264,899	\$ 17,491,447	\$ 22,526,183	\$ 21,798,591	\$ 20,871,986	\$ 19,202,227	\$ 9,183,674	\$ -	\$ -



Summary of Student Population									
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
<b>Unduplicated Pupil Population</b>									
Agency Unduplicated Pupil Count	15,125.00	14,924.00	14,974.00	14,974.00	14,974.00	14,974.00	14,974.00	14,974.00	
COE Unduplicated Pupil Count	50.00	46.00	51.00	51.00	51.00	51.00	51.00	51.00	
Total Unduplicated pupil Count	15,175.00	14,970.00	15,025.00	15,025.00	15,025.00	15,025.00	15,025.00	15,025.00	
Rolling %, Supplemental Grant	89.9400%	89.0400%	88.8500%	88.3600%	88.4600%	88.4600%	88.4600%	88.4600%	
Rolling %, Concentration Grant	89.9400%	89.0400%	88.8500%	88.3600%	88.4600%	88.4600%	88.4600%	88.4600%	
<b>FUNDED ADA</b>									
<b>Adjusted Base Grant ADA</b>									
Grades TK-3	7,785.53	7,800.10	7,797.59	7,552.73	7,552.73	7,552.73	7,552.73	7,552.73	
Grades 4-6	5,266.13	5,367.91	5,363.34	5,557.98	5,557.98	5,557.98	5,557.98	5,557.98	
Grades 7-8	3,340.48	3,296.29	3,305.30	3,318.20	3,318.20	3,318.20	3,318.20	3,318.20	
Grades 9-12	-	-	-	-	-	-	-	-	
<b>Total Adjusted Base Grant ADA</b>	<b>16,392.14</b>	<b>16,464.30</b>	<b>16,466.23</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	
<b>Necessary Small School ADA</b>									
Grades TK-3	-	-	-	-	-	-	-	-	
Grades 4-6	-	-	-	-	-	-	-	-	
Grades 7-8	-	-	-	-	-	-	-	-	
Grades 9-12	-	-	-	-	-	-	-	-	
<b>Total Necessary Small School ADA</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total Funded ADA</b>	<b>16,392.14</b>	<b>16,464.30</b>	<b>16,466.23</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	
<b>ACTUAL ADA (Current Year Only)</b>									
Grades TK-3	7,785.53	7,800.10	7,552.73	7,552.73	7,552.73	7,552.73	7,552.73	7,552.73	
Grades 4-6	5,266.13	5,367.91	5,557.98	5,557.98	5,557.98	5,557.98	5,557.98	5,557.98	
Grades 7-8	3,340.48	3,296.29	3,318.20	3,318.20	3,318.20	3,318.20	3,318.20	3,318.20	
Grades 9-12	-	-	-	-	-	-	-	-	
<b>Total Actual ADA</b>	<b>16,392.14</b>	<b>16,464.30</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	
<b>Funded Difference (Funded ADA less Actual ADA)</b>									
	-	-	37.32	-	-	-	-	-	
<b>Minimum Proportionality Percentage (MPP)</b>									
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
Current year estimated supplemental and concentration grant funding in the LCAP year	\$	12,891,365	\$	23,281,409	\$	31,812,223	\$	18,158,546	\$
Current year Minimum Proportionality Percentage (MPP)		11.53%	18.06%	17.38%	23.86%	12.12%	24.20%	0.00%	

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

Oxnard (72538) - 2016-17 Adopted Budget

05/18/16

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
COLA	1.57%	0.85%	1.02%	0.00%	1.11%	2.42%	2.67%	0.00%
GAP Funding rate	12.00%	30.16%	52.20%	54.84%	73.96%	41.22%	75.16%	0.00%
<b>Estimated Property Taxes (with RDA)</b>	<b>19,168,708</b>	<b>19,466,349</b>	<b>21,148,302</b>	<b>22,582,403</b>	<b>22,582,403</b>	<b>22,582,403</b>	<b>22,582,403</b>	<b>22,582,403</b>
Less In-Lieu transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Revenue	\$ 19,168,708	\$ 19,466,349	\$ 21,148,302	\$ 22,582,403	\$ 22,582,403	\$ 22,582,403	\$ 22,582,403	\$ 22,582,403
Statewide 90th percentile rate	\$ 12,921.15	----	----	----	----	----	----	----

**UNDUPLICATED PUPIL PERCENTAGE**

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
District Enrollment	16,803	16,916	16,914	16,914	16,914	16,914	16,914	16,914
COE Enrollment	69	66	71	71	71	71	71	71
Total Enrollment	16,872	16,982	16,985	16,985	16,985	16,985	16,985	16,985
District Unduplicated Pupil Count	15,125	14,924	14,974	14,974	14,974	14,974	14,974	14,974
COE Unduplicated Pupil Count	50	46	51	51	51	51	51	51
Total Unduplicated Pupil Count	15,175	14,970	15,025	15,025	15,025	15,025	15,025	15,025
1-yr percentage	89.94%	2-yr percentage	88.15%	3-yr percentage	88.46%	3-yr percentage	88.46%	3-yr percentage
Single Year Unduplicated Pupil Percentage	<b>89.94%</b>	<b>88.15%</b>	<b>88.46%</b>	<b>88.46%</b>	<b>88.46%</b>	<b>88.46%</b>	<b>88.46%</b>	<b>88.46%</b>
Unduplicated Pupil Percentage (%)	<b>89.94%</b>	<b>89.04%</b>	<b>88.85%</b>	<b>88.36%</b>	<b>88.46%</b>	<b>88.46%</b>	<b>88.46%</b>	<b>88.46%</b>

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

Oxnard (72538) - 2016-17 Adopted Budget

05/18/16

**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 to use:	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Grades TK-3	7,588.47	7,757.94	7,775.95	7,531.09	7,531.09	7,531.09	7,531.09	7,531.09	7,531.09
Grades 4-6	5,136.95	5,230.70	5,339.67	5,534.31	5,534.31	5,534.31	5,534.31	5,534.31	5,534.31
Grades 7-8	3,269.77	3,319.25	3,271.15	3,284.05	3,284.05	3,284.05	3,284.05	3,284.05	3,284.05
Grades 9-12	-	-	-	-	-	-	-	-	-
Ungraded (enter here OR in spans above)	-	-	-	-	-	-	-	-	-

**NPS, NPS-LCI, CDS:**

TK-3	13.59	6.84	6.84	6.84	6.84	6.84	6.84	6.84	6.84
4-6	3.12	1.16	1.16	1.16	1.16	1.16	1.16	1.16	1.16
7-8	3.87	5.74	5.74	5.74	5.74	5.74	5.74	5.74	5.74
9-12	-	-	-	-	-	-	-	-	-

**COE operated (Community School, Special Ed):**

TK-3	14.00	17.31	14.80	14.80	14.80	14.80	14.80	14.80	14.80
4-6	32.31	27.08	22.51	22.51	22.51	22.51	22.51	22.51	22.51
7-8	17.36	19.40	28.41	28.41	28.41	28.41	28.41	28.41	28.41
9-12	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>16,392.14</b>	<b>16,464.30</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>	<b>16,428.91</b>

**RATIO: District ADA to Enrollment**

RATIO: Combined ADA to Enrollment

<b>RATIO: District ADA to Enrollment</b>	<b>0.97</b>	<b>0.97</b>	<b>0.97</b>	<b>0.97</b>	<b>0.97</b>	<b>0.97</b>	<b>0.97</b>	<b>0.97</b>	<b>0.97</b>
RATIO: Combined ADA to Enrollment	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97

**CHARTER ADA ADJUSTMENT**

ADA transfer: Student from District to Charter (cross fiscal year)

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-

ADA transfer: Student from Charter to District (cross fiscal year)

Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-

Difference (if diff. < 0, no adj. to PY ADA)

Difference (if diff. < 0, no adj. to PY ADA)	-	-	-	-	-	-	-	-
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**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

Oxnard (72538) - 2016-17 Adopted Budget

05/18/16

**LCFF ADA**

Calculator will use greater of total current or prior year ADA where appropriate

	2013-14			Total
	2012-13 P2	2013-14 P2	Funded NPS, CDS, & COE operated	
Grade Span				
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>		
Declining or Increasing ADA		Increase		
NSS		312.70		
<b>TOTAL ADA</b>	<b>15,995.19</b>	<b>16,307.89</b>	<b>84.25</b>	<b>16,392.14</b>
	2014-15			Total
	2013-14 P2	2014-15 P2	Funded NPS, CDS, & COE operated	
Grade Span				
Grades TK-3	7,757.94	7,775.95	24.15	7,800.10
Grades 4-6	5,230.70	5,339.67	28.24	5,367.91
Grades 7-8	3,319.25	3,271.15	25.14	3,296.29
Grades 9-12	-	-	-	-
<b>SUBTOTAL</b>	<b>16,307.89</b>	<b>16,386.77</b>		
Declining or Increasing ADA		Increase		
NSS		78.88		
<b>TOTAL ADA</b>	<b>16,307.89</b>	<b>16,386.77</b>	<b>77.53</b>	<b>16,464.30</b>
	2015-16			Total
	2014-15 P2	2015-16 P2	Funded NPS, CDS, & COE operated	
Grade Span				
Grades TK-3	7,775.95	7,531.09	21.64	7,797.59
Grades 4-6	5,339.67	5,534.31	23.67	5,363.34
Grades 7-8	3,271.15	3,284.05	34.15	3,305.30
Grades 9-12	-	-	-	-
<b>SUBTOTAL</b>	<b>16,386.77</b>	<b>16,349.45</b>		
Declining or Increasing ADA		Decline		
NSS		(37.32)		
<b>TOTAL ADA</b>	<b>16,386.77</b>	<b>16,349.45</b>	<b>79.46</b>	<b>16,466.23</b>

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

Oxnard (72538) - 2016-17 Adopted Budget

05/18/16

Grade Span	2016-17				Total
	2015-16 P2	2016-17 P2	Funded NSS ADA	NPS, CDS, & COE operated	
Grades TK-3	7,531.09	7,531.09	-	21.64	7,552.73
Grades 4-6	5,534.31	5,534.31	-	23.67	5,557.98
Grades 7-8	3,284.05	3,284.05	-	34.15	3,318.20
Grades 9-12	-	-	-	-	-
<b>SUBTOTAL</b>	<b>16,349.45</b>	<b>16,349.45</b>	-	-	-
Declining or Increasing ADA NSS	-	No Change	-	-	-
<b>TOTAL ADA</b>	<b>16,349.45</b>	<b>16,349.45</b>	-	<b>79.46</b>	<b>16,428.91</b>

Grade Span	2017-18				Total
	2016-17 P2	2017-18 P2	Funded NSS ADA	NPS, CDS, & COE operated	
Grades TK-3	7,531.09	7,531.09	-	21.64	7,552.73
Grades 4-6	5,534.31	5,534.31	-	23.67	5,557.98
Grades 7-8	3,284.05	3,284.05	-	34.15	3,318.20
Grades 9-12	-	-	-	-	-
<b>SUBTOTAL</b>	<b>16,349.45</b>	<b>16,349.45</b>	-	-	-
Declining or Increasing ADA NSS	-	No Change	-	-	-
<b>TOTAL ADA</b>	<b>16,349.45</b>	<b>16,349.45</b>	-	<b>79.46</b>	<b>16,428.91</b>

**LOCAL CONTROL FUNDING FORMULA**

**2016-17**

**CALCULATE LCFF TARGET**

						COLA	0.000%
Unduplicated as % of Enrollment		3 yr average		88.36%	88.36%		<b>2016-17</b>
	ADA	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	7,785.53	7,552.73	7,083	737	1,382	1,304	79,351,447
Grades 4-6	5,266.13	5,557.98	7,189		1,270	1,199	53,682,113
Grades 7-8	3,340.48	3,318.20	7,403		1,308	1,235	33,003,078
Grades 9-12	-	-	8,578	223	1,555	1,468	-
Subtract NSS	-	-	-	-			-
NSS Allowance			-				-
<b>TOTAL BASE</b>	<b>16,392.14</b>	<b>16,428.91</b>	<b>118,016,940</b>	<b>5,566,362</b>	<b>21,839,641</b>	<b>20,613,695</b>	<b>166,036,638</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>167,746,108</b>

**ECONOMIC RECOVERY TARGET PAYMENT**

1/2 -

**CALCULATE LCFF FLOOR**

				12-13	16-17	
				Rate	ADA	
Current year Funded ADA times Base per ADA				5,035.32	16,428.91	82,724,819
Current year Funded ADA times Other RL per ADA				46.45	16,428.91	763,123
Necessary Small School Allowance at 12-13 rates						-
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				\$ 2,890.66	16,428.91	47,490,393
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>						<b>148,200,409</b>

**LOCAL CONTROL FUNDING FORMULA**

**2016-17**

**CALCULATE LCFF PHASE-IN ENTITLEMENT**

				<b>2016-17</b>
LOCAL CONTROL FUNDING FORMULA TARGET				167,746,108
LOCAL CONTROL FUNDING FORMULA FLOOR				148,200,409
Applied Funding Formula: Floor or Target				FLOOR
LCFF Need <i>(LCFF Target less LCFF Floor, if positive)</i>				19,545,699
Current Year Gap Funding	54.84%			10,718,861
ECONOMIC RECOVERY PAYMENT				-
<b>LCFF Entitlement before Minimum State Aid provision</b>				<b>158,919,270</b>

**CALCULATE STATE AID**

Transition Entitlement				158,919,270
Local Revenue (including RDA)				(22,582,403)
Gross State Aid				136,336,867

**CALCULATE MINIMUM STATE AID**

	12-13 Rate	16-17 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA	5,081.77	16,428.91		83,487,942
2012-13 NSS Allowance (deficited)				-
Less Current Year Property Taxes/In Lieu				(22,582,403)
Subtotal State Aid for Historical RL/Charter General BG				60,905,539
Categorical funding from 2012-13				17,222,074
Charter Categorical Block Grant adjusted for ADA				-
Minimum State Aid Guarantee				78,127,613
<b>CHARTER SCHOOL MINIMUM STATE AID OFFSET <i>(effective 2014-15)</i></b>				
Local Control Funding Formula Floor plus Funded Gap				-
Minimum State Aid plus Property Taxes including RDA				-
Offset				-
Minimum State Aid Prior to Offset				-
Total Minimum State Aid with Offset				-
<b>TOTAL STATE AID</b>				<b>136,336,867</b>

**Additional State Aid (Additional SA)**

Additional State Aid (Additional SA)				-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)				158,919,270

CHANGE OVER PRIOR YEAR	7.02%	10,421,371		
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LCFF Entitlement PER ADA				9,673
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PER ADA CHANGE OVER PRIOR YEAR	7.26%	655		
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**LCFF SOURCES INCLUDING EXCESS TAXES**

		<u>Increase</u>	<u>2016-17</u>
State Aid	7.06%	8,987,269	136,336,867
Property Taxes net of in-lieu	6.78%	1,434,101	22,582,403
Charter in-Lieu Taxes	0.00%	-	-
LCFF pre COE, Choice, Supp	7.02%	10,421,370	158,919,270

LOCAL CONTROL FUNDING							2017-18
CALCULATE LCFF TARGET							
					COLA	1.110%	
Unduplicated as % of Enrollment	3 yr average			88.46%	88.46%	<b>2017-18</b>	
	ADA	Base	Gr Span	Supp	Concen	TARGET	
Grades TK-3	7,552.73	7,162	745	1,399	1,323	80,276,060	
Grades 4-6	5,557.98	7,269		1,286	1,216	54,307,774	
Grades 7-8	3,318.20	7,485		1,324	1,252	33,386,025	
Grades 9-12	-	8,673	225	1,574	1,489	-	
Subtract NSS	-	-	-			-	
NSS Allowance		-				-	
<b>TOTAL BASE</b>	<b>16,428.91</b>	<b>119,330,336</b>	<b>5,626,784</b>	<b>22,107,414</b>	<b>20,905,326</b>	<b>167,969,860</b>	
Targeted Instructional Improvement						500,077	
Home-to-School Transportation						1,209,393	
Small School District Bus Repayment						-	
<b>LOCAL CONTROL FUNDING FLOOR</b>						<b>169,679,330</b>	

ECONOMIC RECOVERY TARGET					5/8	-
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CALCULATE LCFF FLOOR						
				12-13	17-18	
				Rate	ADA	
Current year Funded ADA time				5,035.32	16,428.91	82,724,819
Current year Funded ADA time				46.45	16,428.91	763,123
Necessary Small School Allowance						-
2012-13 Categoricals						17,222,074
2012-13 Categorical Program				-	-	-
Less Fair Share Reduction						-
Non-CDE certified New Charter				-	-	-
Beginning in 2014-15, prior year				\$ 3,543.10	16,428.91	58,209,271
<b>LOCAL CONTROL FUNDING FLOOR</b>						<b>158,919,287</b>



LOCAL CONTROL FUNDING		2017-18	
<b>CALCULATE LCFF PHASE-IN ENTITLEMENT</b>			
			<b>2017-18</b>
LOCAL CONTROL FUNDING FLOOR			169,679,330
LOCAL CONTROL FUNDING FLOOR			158,919,287
Applied Funding Formula: Floor			FLOOR
LCFF Need (LCFF Target less LCFF FLOOR)			10,760,043
Current Year Gap Funding	73.96%		7,958,128
ECONOMIC RECOVERY PAYMENT			-
<b>LCFF Entitlement before Minimum State Aid</b>			<b>166,877,415</b>
<b>CALCULATE STATE AID</b>			
Transition Entitlement			166,877,415
Local Revenue (including RDA)			(22,582,403)
Gross State Aid			144,295,012
<b>CALCULATE MINIMUM STATE AID</b>			
	12-13 Rate	17-18 ADA	N/A
2012-13 RL/Charter Gen BG and	5,081.77	16,428.91	83,487,942
2012-13 NSS Allowance (defined in			-
Less Current Year Property Tax			(22,582,403)
Subtotal State Aid for Historical			60,905,539
Categorical funding from 2012-13			17,222,074
Charter Categorical Block Grant			-
Minimum State Aid Guarantee			78,127,613
<b>CHARTER SCHOOL MINIMUM STATE AID</b>			
Local Control Funding Formula			-
Minimum State Aid plus Property Tax			-
Offset			-
Minimum State Aid Prior to COE			-
Total Minimum State Aid with			-
<b>TOTAL STATE AID</b>			<b>144,295,012</b>
<b>Additional State Aid (Additional</b>			<b>-</b>
LCFF Phase-In Entitlement (before			166,877,415
<b>CHANGE OVER PRIOR YEAR</b>	5.01%	7,958,144	
LCFF Entitlement PER ADA			10,158
PER ADA CHANGE OVER PRIOR YEAR	5.01%	485	
<b>LCFF SOURCES INCLUDING EXCESS</b>			
		<u>Increase</u>	<u>2017-18</u>
State Aid	5.84%	7,958,145	144,295,012
Property Taxes net of in-lieu	0.00%	-	22,582,403
Charter in-Lieu Taxes	0.00%	-	-
LCFF pre COE, Choice, Supp	5.01%	7,958,145	166,877,415

LOCAL CONTROL FUNDING							2018-19
CALCULATE LCFF TARGET							
					COLA	2.420%	
Unduplicated as % of Enrollment	3 yr average			88.46%	88.46%	<b>2018-19</b>	
	ADA	Base	Gr Span	Supp	Concen	TARGET	
Grades TK-3	7,552.73	7,335	763	1,433	1,355	82,215,194	
Grades 4-6	5,557.98	7,445		1,317	1,246	55,622,696	
Grades 7-8	3,318.20	7,666		1,356	1,283	34,193,356	
Grades 9-12	-	8,883	231	1,612	1,525	-	
Subtract NSS	-	-	-			-	
NSS Allowance		-				-	
<b>TOTAL BASE</b>	<b>16,428.91</b>	<b>122,215,757</b>	<b>5,762,733</b>	<b>22,641,954</b>	<b>21,410,802</b>	<b>172,031,246</b>	
Targeted Instructional Improvement						500,077	
Home-to-School Transportation						1,209,393	
Small School District Bus Replacement						-	
<b>LOCAL CONTROL FUNDING FLOOR</b>						<b>173,740,716</b>	

ECONOMIC RECOVERY TARGET					3/4	-
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CALCULATE LCFF FLOOR						
				12-13	18-19	
				Rate	ADA	
Current year Funded ADA time				5,035.32	16,428.91	82,724,819
Current year Funded ADA time				46.45	16,428.91	763,123
Necessary Small School Allowance						-
2012-13 Categoricals						17,222,074
2012-13 Categorical Program				-	-	-
Less Fair Share Reduction						-
Non-CDE certified New Charter				-	-	-
Beginning in 2014-15, prior year				\$ 4,027.50	16,428.91	66,167,435
<b>LOCAL CONTROL FUNDING FLOOR</b>						<b>166,877,451</b>

Oxnard (72538) - 2016-17			v17.1b
LOCAL CONTROL FUNDING	2018-19		
<b>CALCULATE LCFF PHASE-IN ENTITLEMENT</b>			
			<b>2018-19</b>
LOCAL CONTROL FUNDING FLOOR			173,740,716
LOCAL CONTROL FUNDING FLOOR			166,877,451
Applied Funding Formula: Floor			FLOOR
LCFF Need (LCFF Target less LCFF FLOOR)			6,863,265
Current Year Gap Funding	41.22%		2,829,038
ECONOMIC RECOVERY PAYMENT			-
<b>LCFF Entitlement before Minimum State Aid</b>			<b>169,706,489</b>
<b>CALCULATE STATE AID</b>			
Transition Entitlement			169,706,489
Local Revenue (including RDA)			(22,582,403)
Gross State Aid			147,124,086
<b>CALCULATE MINIMUM STATE AID</b>			
	12-13 Rate	18-19 ADA	N/A
2012-13 RL/Charter Gen BG and	5,081.77	16,428.91	83,487,942
2012-13 NSS Allowance (defined)			-
Less Current Year Property Tax			(22,582,403)
Subtotal State Aid for Historical			60,905,539
Categorical funding from 2012			17,222,074
Charter Categorical Block Grant			-
Minimum State Aid Guarantee			78,127,613
<b>CHARTER SCHOOL MINIMUM STATE AID</b>			
Local Control Funding Formula			-
Minimum State Aid plus Property			-
Offset			-
Minimum State Aid Prior to COE			-
Total Minimum State Aid with			-
<b>TOTAL STATE AID</b>			<b>147,124,086</b>
<b>Additional State Aid (Additional)</b>			<b>-</b>
LCFF Phase-In Entitlement (before			169,706,489
<b>CHANGE OVER PRIOR YEAR</b>	1.70%	2,829,074	
LCFF Entitlement PER ADA			10,330
PER ADA CHANGE OVER PRIOR	1.69%	172	
<b>LCFF SOURCES INCLUDING EXCESS</b>			
		Increase	2018-19
State Aid	1.96%	2,829,074	147,124,086
Property Taxes net of in-lieu	0.00%	-	22,582,403
Charter in-Lieu Taxes	0.00%	-	-
LCFF pre COE, Choice, Supp	1.70%	2,829,074	169,706,489

**Minimum Proportionality Percentage (MPP):  
Summary Supplemental & Concentration Grant**

	2016-17	2017-18**	2018-19**	2019-20**	2020-21**
1. LCFF Target Supplemental & Concentration Grant Funding <i>from Calculator tab</i>	42,453,336	43,012,740	44,052,756	45,229,181	45,229,181
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]	42,453,336	43,012,740	44,052,756	45,229,181	45,229,181
4. Estimated Additional Supplemental & Concentration Grant Funding [3] * GAP funding rate	23,281,409	31,812,223	18,158,546	33,994,252	-
GAP funding rate	54.84%	73.96%	41.22%	75.16%	0.00%
5. Estimated Supplemental and Concentration Grant Funding [2] plus [4] (unless [3]<0 then [1]) <b>LCAP Section 3, Part A</b>	23,281,409	31,812,223	18,158,546	33,994,252	-
6. Base Funding LCFF Phase-In Entitlement less [5], excludes Targeted Instructional Improvement & Transportation	133,928,391	133,355,722	149,838,473	140,487,811	174,482,023
<b>LCFF Phase-In Entitlement</b>	158,919,270	166,877,415	169,706,489	176,191,533	176,191,493
7/8. Minimum Proportionality Percentage* [5] / [6] <b>LCAP Section 3, Part B</b>	17.38%	23.86%	12.12%	24.20%	0.00%

\*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**

	2016-17	2017-18	2018-19	2019-20	2020-21
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 23,281,409	\$ 31,812,223	\$ 18,158,546	\$ 33,994,252	\$ -
Current year Minimum Proportionality Percentage (MPP)	17.38%	23.86%	12.12%	24.20%	0.00%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	148,497,900.00	0.00	148,497,900.00	158,919,271.00	0.00	158,919,271.00	7.0%
2) Federal Revenue		8100-8299	0.00	18,398,439.00	18,398,439.00	0.00	14,349,531.00	14,349,531.00	-22.0%
3) Other State Revenue		8300-8599	11,731,389.00	7,386,693.00	19,118,082.00	6,809,155.00	5,276,957.00	12,086,112.00	-36.8%
4) Other Local Revenue		8600-8799	1,124,617.00	7,645,299.00	8,769,916.00	1,473,400.00	7,650,104.00	9,123,504.00	4.0%
5) TOTAL, REVENUES			161,353,906.00	33,430,431.00	194,784,337.00	167,201,826.00	27,276,592.00	194,478,418.00	-0.2%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	67,766,347.00	14,514,472.00	82,280,819.00	67,171,946.00	13,239,029.00	80,410,975.00	-2.3%
2) Classified Salaries		2000-2999	18,412,900.00	9,019,552.00	27,432,452.00	19,127,971.00	8,977,350.00	28,105,321.00	2.5%
3) Employee Benefits		3000-3999	28,686,904.00	7,072,525.00	35,759,429.00	30,910,286.00	7,172,776.00	38,083,062.00	6.5%
4) Books and Supplies		4000-4999	11,932,472.00	9,674,367.00	21,606,839.00	11,895,063.00	7,252,550.00	19,147,613.00	-11.4%
5) Services and Other Operating Expenditures		5000-5999	12,159,986.00	11,061,307.00	23,221,293.00	11,724,151.00	9,219,642.00	20,943,793.00	-9.8%
6) Capital Outlay		6000-6999	5,127,639.00	503,308.00	5,630,947.00	3,225,000.00	358,000.00	3,583,000.00	-36.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,139,050.00	0.00	3,139,050.00	2,866,937.00	0.00	2,866,937.00	-8.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,807,196.00)	1,291,986.00	(515,210.00)	(1,303,017.00)	872,004.00	(431,013.00)	-16.3%
9) TOTAL, EXPENDITURES			145,418,102.00	53,137,517.00	198,555,619.00	145,618,337.00	47,091,351.00	192,709,688.00	-2.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			15,935,804.00	(19,707,086.00)	(3,771,282.00)	21,583,489.00	(19,814,759.00)	1,768,730.00	-146.9%
<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	0.00	0.0%
b) Transfers Out		7600-7629	1,422,142.00	0.00	1,422,142.00	1,407,124.00	0.00	1,407,124.00	-1.1%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(18,256,384.00)	18,256,384.00	0.00	(18,802,460.00)	18,802,460.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(19,678,526.00)	18,256,384.00	(1,422,142.00)	(20,209,584.00)	18,802,460.00	(1,407,124.00)	-1.1%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Total Fund col. A + B (C)		Restricted (E)	Total Fund col. D + E (F)			
			Unrestricted (A)	Restricted (B)		Unrestricted (D)	Restricted (E)		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,742,722.00)	(1,450,702.00)	(5,193,424.00)	1,373,905.00	(1,012,299.00)	361,606.00	-107.0%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	16,183,533.00	2,820,357.00	19,003,890.00	11,627,553.00	1,369,655.00	12,997,208.00	-31.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,183,533.00	2,820,357.00	19,003,890.00	11,627,553.00	1,369,655.00	12,997,208.00	-31.6%
d) Other Restatements		9795	(813,258.00)	0.00	(813,258.00)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,370,275.00	2,820,357.00	18,190,632.00	11,627,553.00	1,369,655.00	12,997,208.00	-28.5%
2) Ending Balance, June 30 (E + F1e)			11,627,553.00	1,369,655.00	12,997,208.00	13,001,458.00	357,356.00	13,358,814.00	2.8%
Components of Ending Fund Balance									
a) Nonspendable		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Revolving Cash		9712	36,067.78	0.00	36,067.78	45,000.00	0.00	45,000.00	24.8%
Stores		9713	73,012.73	0.00	73,012.73	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	1,369,655.00	1,369,655.00	0.00	357,356.00	357,356.00	-73.9%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments									
d) Assigned									
Other Assignments		9780	718,000.00	0.00	718,000.00	6,370,000.00	0.00	6,370,000.00	787.2%
2015/16 1x Expenditures	0000					4,370,000.00		4,370,000.00	
Text Book Adoption	0000					2,000,000.00		2,000,000.00	
Bus Replacement	0000		100,000.00		100,000.00				
Text Book Adoption	0000		618,000.00		618,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	5,999,333.00	0.00	5,999,333.00	5,823,504.00	0.00	5,823,504.00	-2.9%
Unassigned/Unappropriated Amount		9790	4,781,139.49	0.00	4,781,139.49	742,954.00	0.00	742,954.00	-84.5%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget		% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
<b>G. ASSETS</b>								
1) Cash								
a) in County Treasury		9110	52,297,971.01	(8,846,519.33)	43,451,451.68			
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00			
b) in Banks		9120	0.00	0.00	0.00			
c) in Revolving Fund		9130	20,000.00	0.00	20,000.00			
d) with Fiscal Agent		9135	0.00	0.00	0.00			
e) collections awaiting deposit		9140	0.00	0.00	0.00			
2) Investments		9150	0.00	0.00	0.00			
3) Accounts Receivable		9200	59,517.85	366.21	59,884.06			
4) Due from Grantor Government		9290	0.00	0.00	0.00			
5) Due from Other Funds		9310	2,850,000.00	0.00	2,850,000.00			
6) Stores		9320	36,067.78	0.00	36,067.78			
7) Prepaid Expenditures		9330	73,012.73	0.00	73,012.73			
8) Other Current Assets		9340	0.00	0.00	0.00			
9) TOTAL ASSETS			55,336,569.37	(8,846,153.12)	46,490,416.25			
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>								
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00			
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00			
<b>I. LIABILITIES</b>								
1) Accounts Payable		9500	9,840,798.11	0.00	9,840,798.11			
2) Due to Grantor Governments		9590	58,390.00	0.00	58,390.00			
3) Due to Other Funds		9610	0.00	0.00	0.00			
4) Current Loans		9640	0.00	0.00	0.00			
5) Unearned Revenue		9650	0.00	0.00	0.00			
6) TOTAL LIABILITIES			9,899,188.11	0.00	9,899,188.11			
<b>J. DEFERRED INFLOWS OF RESOURCES</b>								
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00			
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00			
<b>K. FUND EQUITY</b>								
Ending Fund Balance, June 30			45,437,381.26	(8,846,153.12)	36,591,228.14			
(S9 + H2) - (I6 + J2)								

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)		
<b>LCFF SOURCES</b>										
Principal Apportionment										
State Aid - Current Year		8011	105,637,473.00	0.00	105,637,473.00	115,464,882.00	0.00	115,464,882.00	9.3%	
Education Protection Account State Aid - Current Year		8012	21,712,125.00	0.00	21,712,125.00	20,871,986.00	0.00	20,871,986.00	-3.9%	
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Tax Relief Subventions		8021	161,958.00	0.00	161,958.00	163,441.00	0.00	163,441.00	0.9%	
Homeowners' Exemptions		8022	0.00	0.00	0.00	19.00	0.00	19.00	New	
Timber Yield Tax		8029	6,270.00	0.00	6,270.00	6,814.00	0.00	6,814.00	8.7%	
Other Subventions/In-Lieu Taxes		8041	19,300,299.00	0.00	19,300,299.00	19,657,541.00	0.00	19,657,541.00	1.9%	
County & District Taxes		8042	500,442.00	0.00	500,442.00	496,430.00	0.00	496,430.00	-0.8%	
Secured Roll Taxes		8043	47,441.00	0.00	47,441.00	48,441.00	0.00	48,441.00	2.1%	
Unsecured Roll Taxes		8044	636,831.00	0.00	636,831.00	715,908.00	0.00	715,908.00	12.4%	
Prior Years' Taxes		8045	495,061.00	0.00	495,061.00	1,058,664.00	0.00	1,058,664.00	113.8%	
Supplemental Taxes		8047	0.00	0.00	0.00	435,145.00	0.00	435,145.00	New	
Education Revenue Augmentation Fund (ERAF)		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Community Redevelopment Funds (SB 617/699/1992)		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Fenalties and Interest from Delinquent Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Miscellaneous Funds (EC 41604)		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Royalties and Bonuses			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other In-Lieu Taxes			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Less: Non-LCFF (50%) Adjustment			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
<b>Subtotal, LCFF Sources</b>			<b>148,497,900.00</b>	<b>0.00</b>	<b>148,497,900.00</b>	<b>158,919,271.00</b>	<b>0.00</b>	<b>158,919,271.00</b>	<b>7.0%</b>	
<b>LCFF Transfers</b>										
Unrestricted LCFF Transfers - Current Year		8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
All Other LCFF Transfers - Current Year		8091	0.00	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	0.00	0.0%	
Property Taxes Transfers		8097	0.00	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	0.00	0.0%	



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
TOTAL LCFF SOURCES			148,497,900.00	0.00	148,497,900.00	158,919,271.00	0.00	158,919,271.00	7.0%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,787,421.00	2,787,421.00	0.00	2,787,421.00	2,787,421.00	0.0%
Special Education Discretionary Grants		8182	0.00	387,434.00	387,434.00	0.00	387,434.00	387,434.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		5,258,448.00	5,258,448.00		4,137,173.00	4,137,173.00	-21.3%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		877,751.00	877,751.00		792,072.00	792,072.00	-9.8%
NCLB: Title III, Immigrant Education Program	4201	8290		32,083.00	32,083.00		18,753.00	18,753.00	-41.5%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		1,056,672.00	1,056,672.00		831,129.00	831,129.00	-21.3%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other No Child Left Behind	3199, 4036-4126, 5510	8290		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	0.0%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	7,998,630.00	7,998,630.00	0.00	5,395,549.00	5,395,549.00	-32.5%
TOTAL, FEDERAL REVENUE			0.00	18,398,439.00	18,398,439.00	0.00	14,349,531.00	14,349,531.00	-22.0%
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
F.O.C.P Entitlement	6360	8319		0.00	0.00		0.00	0.00	0.0%
Prior Years									
Special Education Master Plan	6500	8311		0.00	0.00		0.00	0.00	0.0%
Current Year									
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	331,026.00	331,026.00	0.00	295,730.00	295,730.00	-10.7%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520		0.00	0.00		0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	9,146,651.00	0.00	9,146,651.00	4,335,135.00	0.00	4,335,135.00	-52.6%
Lottery - Unrestricted and Instructional Materials		8560	2,392,135.00	755,314.00	3,147,449.00	2,392,085.00	700,539.00	3,092,624.00	-1.7%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	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	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	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	0.0%
After School Education and Safety (ASES)	6010	8590		2,652,275.00	2,652,275.00		2,652,275.00	2,652,275.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		47,858.00	47,858.00		47,926.00	47,926.00	0.1%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00			0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00			0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00			0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00			0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00			0.00	0.0%
All Other State Revenue	All Other	8590	192,603.00	3,600,220.00	3,792,823.00	81,935.00	1,580,487.00	1,662,422.00	-56.2%
<b>TOTAL, OTHER STATE REVENUE</b>			11,731,389.00	7,386,693.00	19,118,082.00	6,809,155.00	5,276,957.00	12,086,112.00	-36.8%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue County and District Taxes			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Equipment/Supplies		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8650	80,000.00	0.00	80,000.00	80,000.00	0.00	80,000.00	0.0%
Leases and Rentals		8660	45,000.00	0.00	45,000.00	90,000.00	0.00	90,000.00	100.0%
Interest		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Adult Education Fees		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8677	0.00	127,493.00	127,493.00	0.00	231,201.00	231,201.00	81.3%
Transportation Fees From Individuals		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees									
All Other Fees and Contracts									
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	999,617.00	406,131.00	1,405,748.00	1,303,400.00	144,100.00	1,447,500.00	3.0%
Tuition		8710	0.00	174,762.00	174,762.00	0.00	174,762.00	174,762.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00			0.00	0.0%
From County Offices	6500	8792		6,936,913.00	6,936,913.00		7,100,041.00	7,100,041.00	2.4%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers From Districts or Charter Schools	6360	8791		0.00	0.00			0.00	0.0%
From County Offices	6360	8792		0.00	0.00			0.00	0.0%
From JPAs	6360	8793		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	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,124,617.00	7,645,299.00	8,769,916.00	1,473,400.00	7,650,104.00	9,123,504.00	4.0%
TOTAL, REVENUES			161,353,906.00	33,430,431.00	194,784,337.00	167,201,826.00	27,276,592.00	194,478,418.00	-0.2%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	57,374,603.00	9,882,741.00	67,257,344.00	56,297,060.00	8,730,053.00	65,027,113.00	-3.3%
Certificated Pupil Support Salaries		1200	4,327,835.00	3,081,539.00	7,409,374.00	4,545,608.00	2,983,415.00	7,529,023.00	1.6%
Certificated Supervisors' and Administrators' Salaries		1300	6,051,465.00	884,868.00	6,936,333.00	6,306,478.00	949,673.00	7,256,151.00	4.6%
Other Certificated Salaries		1900	12,444.00	665,324.00	677,768.00	22,800.00	575,888.00	598,688.00	-11.7%
<b>TOTAL, CERTIFICATED SALARIES</b>			67,766,347.00	14,514,472.00	82,280,819.00	67,171,946.00	13,239,029.00	80,410,975.00	-2.3%
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	983,734.00	4,540,955.00	5,524,689.00	1,088,922.00	4,715,333.00	5,804,255.00	5.1%
Classified Support Salaries		2200	4,926,876.00	2,218,913.00	7,145,789.00	5,010,752.00	2,165,958.00	7,176,710.00	0.4%
Classified Supervisors' and Administrators' Salaries		2300	1,363,632.00	358,825.00	1,722,457.00	1,375,575.00	393,426.00	1,769,001.00	2.7%
Clerical, Technical and Office Salaries		2400	7,942,119.00	995,110.00	8,937,229.00	8,125,397.00	917,555.00	9,042,952.00	1.2%
Other Classified Salaries		2900	3,196,539.00	905,749.00	4,102,288.00	3,527,325.00	785,078.00	4,312,403.00	5.1%
<b>TOTAL, CLASSIFIED SALARIES</b>			18,412,900.00	9,019,552.00	27,432,452.00	19,127,971.00	8,977,350.00	28,105,321.00	2.5%
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	6,880,695.00	1,483,672.00	8,364,367.00	8,142,149.00	1,587,707.00	9,729,856.00	16.3%
PERS		3201-3202	2,299,258.00	1,094,006.00	3,393,264.00	2,613,972.00	1,215,832.00	3,829,804.00	12.9%
OASDI/Medicare/Alternative		3301-3302	2,410,113.00	881,969.00	3,292,082.00	2,455,511.00	862,968.00	3,318,479.00	0.8%
Health and Welfare Benefits		3401-3402	11,058,078.00	2,119,392.00	13,177,470.00	11,346,342.00	2,030,701.00	13,377,043.00	1.5%
Unemployment Insurance		3501-3502	41,349.00	11,272.00	52,621.00	41,619.00	10,639.00	52,258.00	-0.7%
Workers' Compensation		3601-3602	2,408,618.00	658,890.00	3,067,508.00	2,405,494.00	618,008.00	3,023,502.00	-1.4%
OPEB, Allocated		3701-3702	3,255,837.00	744,842.00	4,000,679.00	3,542,018.00	767,656.00	4,309,674.00	7.7%
OPEB, Active Employees		3751-3752	322,156.00	78,482.00	400,638.00	352,381.00	79,265.00	431,646.00	7.7%
Other Employee Benefits		3901-3902	10,800.00	0.00	10,800.00	10,800.00	0.00	10,800.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			28,686,904.00	7,072,525.00	35,759,429.00	30,910,286.00	7,172,776.00	38,083,062.00	6.5%
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	2,000,000.00	1,161,876.00	3,161,876.00	2,000,000.00	700,539.00	2,700,539.00	-14.6%
Books and Other Reference Materials		4200	1,512,967.00	126,096.00	1,639,063.00	6,000.00	4,500.00	10,500.00	-99.4%
Materials and Supplies		4300	6,466,593.00	7,765,782.00	14,232,375.00	9,197,763.00	6,337,864.00	15,535,627.00	9.2%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	1,952,912.00	620,613.00	2,573,525.00	691,300.00	209,647.00	900,947.00	-65.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL BOOKS AND SUPPLIES</b>			11,932,472.00	9,674,367.00	21,606,839.00	11,895,063.00	7,252,550.00	19,147,613.00	-11.4%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	2,417,215.00	3,884,733.00	6,301,948.00	2,417,215.00	3,777,599.00	6,194,814.00	-1.7%
Travel and Conferences		5200	531,446.00	1,120,044.00	1,651,490.00	452,757.00	949,875.00	1,402,632.00	-15.1%
Dues and Memberships		5300	108,961.00	6,045.00	115,006.00	144,016.00	1,000.00	145,016.00	26.1%
Insurance		5400 - 5450	675,814.00	0.00	675,814.00	676,164.00	0.00	676,164.00	0.1%
Operations and Housekeeping Services		5500	2,540,000.00	0.00	2,540,000.00	2,655,000.00	0.00	2,655,000.00	4.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,042,606.00	229,250.00	1,271,856.00	713,682.00	172,750.00	886,432.00	-30.3%
Transfers of Direct Costs		5710	(84,305.00)	84,305.00	0.00	(63,060.00)	63,060.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(18,792.00)	99.00	(18,693.00)	(9,000.00)	0.00	(9,000.00)	-51.9%
Professional/Consulting Services and Operating Expenditures		5800	4,235,763.00	5,714,811.00	9,950,574.00	4,027,202.00	4,231,838.00	8,259,040.00	-17.0%
Communications		5900	711,278.00	22,020.00	733,298.00	710,175.00	23,520.00	733,695.00	0.1%
<b>TOTAL SERVICES AND OTHER OPERATING EXPENDITURES</b>			12,159,986.00	11,061,307.00	23,221,293.00	11,724,151.00	9,219,642.00	20,943,793.00	-9.8%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Land Improvements		6170	101,000.00	0.00	101,000.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	4,776,611.00	0.00	4,776,611.00	3,000,000.00	0.00	3,000,000.00	-37.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	239,868.00	503,308.00	743,176.00	225,000.00	358,000.00	583,000.00	-21.6%
Equipment Replacement		6500	10,160.00	0.00	10,160.00	0.00	0.00	0.00	-100.0%
<b>TOTAL CAPITAL OUTLAY</b>			<b>5,127,639.00</b>	<b>503,308.00</b>	<b>5,630,947.00</b>	<b>3,225,000.00</b>	<b>358,000.00</b>	<b>3,583,000.00</b>	<b>-36.4%</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	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	284,000.00	0.00	284,000.00	284,000.00	0.00	284,000.00	0.0%
Payments to County Offices		7142	2,498,700.00	0.00	2,498,700.00	2,060,000.00	0.00	2,060,000.00	-17.6%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	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	0.00	0.0%
ROC/IP Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	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	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Debt Service									
Debt Service - Interest		7438	131,155.00	0.00	131,155.00	254,793.00	0.00	254,793.00	94.3%
Other Debt Service - Principal		7439	225,195.00	0.00	225,195.00	268,144.00	0.00	268,144.00	19.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,139,050.00	0.00	3,139,050.00	2,866,937.00	0.00	2,866,937.00	-8.7%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(1,291,986.00)	1,291,986.00	0.00	(872,004.00)	872,004.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(515,210.00)	0.00	(515,210.00)	(431,013.00)	0.00	(431,013.00)	-16.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,807,196.00)	1,291,986.00	(515,210.00)	(1,303,017.00)	872,004.00	(431,013.00)	-16.3%
TOTAL EXPENDITURES			145,418,102.00	53,137,517.00	198,555,619.00	145,618,337.00	47,091,351.00	192,709,688.00	-2.9%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	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	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	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	0.00	0.0%
To: Special Reserve Fund		7612	0.00	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	0.00	0.0%
To: Cafeteria Fund		7616	1,422,142.00	0.00	1,422,142.00	1,407,124.00	0.00	1,407,124.00	-1.1%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,422,142.00	0.00	1,422,142.00	1,407,124.00	0.00	1,407,124.00	-1.1%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Emergency Apportionments									
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	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	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	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	0.00	0.0%
All Other Financing Sources		8979	0.00	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	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)		
<b>USES</b>										
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>										
Contributions from Unrestricted Revenues		8980	(18,256,384.00)	18,256,384.00	0.00	(18,802,460.00)	18,802,460.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(18,256,384.00)	18,256,384.00	0.00	(18,802,460.00)	18,802,460.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>										
(a - b + c - d + e)			(19,678,526.00)	18,256,384.00	(1,422,142.00)	(20,209,584.00)	18,802,460.00	(1,407,124.00)		-1.1%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	148,497,900.00	0.00	148,497,900.00	158,919,271.00	0.00	158,919,271.00	7.0%
2) Federal Revenue		8100-8299	0.00	18,398,439.00	18,398,439.00	0.00	14,349,531.00	14,349,531.00	-22.0%
3) Other State Revenue		8300-8599	11,731,389.00	7,386,693.00	19,118,082.00	6,809,155.00	5,276,957.00	12,086,112.00	-36.8%
4) Other Local Revenue		8600-8799	1,124,617.00	7,645,299.00	8,769,916.00	1,473,400.00	7,650,104.00	9,123,504.00	4.0%
5) TOTAL REVENUES			161,353,906.00	33,430,431.00	194,784,337.00	167,201,826.00	27,276,592.00	194,478,418.00	-0.2%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		89,854,478.00	34,072,978.00	123,927,456.00	89,705,431.00	29,519,274.00	119,224,705.00	-3.8%
2) Instruction - Related Services	2000-2999		16,678,547.00	5,648,594.00	22,327,141.00	16,887,857.00	4,904,622.00	21,792,479.00	-2.4%
3) Pupil Services	3000-3999		11,134,097.00	4,948,688.00	16,082,785.00	11,892,006.00	4,905,209.00	16,797,215.00	4.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		7,996.00	1,383,967.00	1,391,963.00	0.00	1,435,208.00	1,435,208.00	3.1%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		8,999,351.00	1,483,034.00	10,482,385.00	9,712,608.00	872,024.00	10,584,632.00	1.0%
8) Plant Services	8000-8999		15,604,583.00	5,600,256.00	21,204,839.00	14,553,498.00	5,455,014.00	20,008,512.00	-5.6%
9) Other Outgo	9000-9999	Except 7600-7699	3,139,050.00	0.00	3,139,050.00	2,866,937.00	0.00	2,866,937.00	-8.7%
1) TOTAL EXPENDITURES			145,418,102.00	53,137,517.00	198,555,619.00	145,618,337.00	47,091,351.00	192,709,688.00	-2.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES. (A5 - B10)</b>									
			15,935,804.00	(19,707,086.00)	(3,771,282.00)	21,583,489.00	(19,814,759.00)	1,768,730.00	-146.9%
<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	0.00	0.0%
b) Transfers Out		7600-7629	1,422,142.00	0.00	1,422,142.00	1,407,124.00	0.00	1,407,124.00	-1.1%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(18,256,384.00)	18,256,384.00	0.00	(18,802,460.00)	18,802,460.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(19,678,526.00)	18,256,384.00	(1,422,142.00)	(20,209,584.00)	18,802,460.00	(1,407,124.00)	-1.1%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,742,722.00)	(1,450,702.00)	(5,193,424.00)	1,373,905.00	(1,012,299.00)	361,606.00	-107.0%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	16,183,533.00	2,820,357.00	19,003,890.00	11,627,553.00	1,369,655.00	12,997,208.00	-31.6%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)			16,183,533.00	2,820,357.00	19,003,890.00	11,627,553.00	1,369,655.00	12,997,208.00	-31.6%
d) Other Restatements		9795	(813,258.00)	0.00	(813,258.00)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,370,275.00	2,820,357.00	18,190,632.00	11,627,553.00	1,369,655.00	12,997,208.00	-28.5%
2) Ending Balance, June 30 (E + F1e)			11,627,553.00	1,369,655.00	12,997,208.00	13,001,458.00	357,356.00	13,358,814.00	2.8%
Components of Ending Fund Balance									
a) Nonspendable		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Revolving Cash		9712	36,067.78	0.00	36,067.78	45,000.00	0.00	45,000.00	24.8%
Stores		9713	73,012.73	0.00	73,012.73	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	1,369,655.00	1,369,655.00	0.00	357,356.00	357,356.00	-73.9%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)									
d) Assigned		9780	718,000.00	0.00	718,000.00	6,370,000.00	0.00	6,370,000.00	787.2%
Other Assignments (by Resource/Object)		9780				4,370,000.00		4,370,000.00	
2015/16 1x Expenditures	0000	9780				2,000,000.00		2,000,000.00	
Text Book Adoption	0000	9780	100,000.00		100,000.00				
Bus Replacement	0000	9780	618,000.00		618,000.00				
Text Book Adoption	0000	9780							
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	5,999,333.00	0.00	5,999,333.00	5,823,504.00	0.00	5,823,504.00	-2.9%
Unassigned/Unappropriated Amount		9790	4,781,139.49	0.00	4,781,139.49	742,954.00	0.00	742,954.00	-84.5%

Resource	Description	2015-16 Estimated Actuals	2016-17 Budget
5640	Medi-Cal Billing Option	138,653.00	138,653.00
6264	Educator Effectiveness	1,132,129.00	0.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectic	0.00	119,830.00
9010	Other Restricted Local	98,873.00	98,873.00
Total, Restricted Balance		1,369,655.00	357,356.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,274,926.00	1,196,273.00	-6.2%
4) Other Local Revenue		8600-8799	400.00	1,900.00	375.0%
5) TOTAL, REVENUES			1,275,326.00	1,198,173.00	-6.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	12,627.00	13,752.00	8.9%
2) Classified Salaries		2000-2999	853,056.00	585,626.00	-31.3%
3) Employee Benefits		3000-3999	174,728.00	112,965.00	-35.3%
4) Books and Supplies		4000-4999	149,113.00	440,208.00	195.2%
5) Services and Other Operating Expenditures		5000-5999	25,903.00	165.00	-99.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	59,899.00	45,457.00	-24.1%
9) TOTAL, EXPENDITURES			1,275,326.00	1,198,173.00	-6.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>					
			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	0.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	0.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	278,632.69		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			278,632.69		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	1.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	250,000.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			250,001.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			28,631.69		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low- Income and Neglected	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,274,926.00	1,196,273.00	-6.2%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,274,926.00</b>	<b>1,196,273.00</b>	<b>-6.2%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	400.00	1,900.00	375.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>400.00</b>	<b>1,900.00</b>	<b>375.0%</b>
<b>TOTAL, REVENUES</b>			<b>1,275,326.00</b>	<b>1,198,173.00</b>	<b>-6.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	12,627.00	13,752.00	8.9%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>12,627.00</b>	<b>13,752.00</b>	<b>8.9%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	758,211.00	553,645.00	-27.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	12,227.00	12,227.00	0.0%
Clerical, Technical and Office Salaries		2400	68,385.00	9,386.00	-86.3%
Other Classified Salaries		2900	14,233.00	10,368.00	-27.2%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>853,056.00</b>	<b>585,626.00</b>	<b>-31.3%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	25,008.00	28,158.00	12.6%
PERS		3201-3202	54,900.00	27,163.00	-50.5%
OASDI/Medicare/Alternative		3301-3302	51,403.00	31,966.00	-37.8%
Health and Welfare Benefits		3401-3402	11,659.00	4,740.00	-59.3%
Unemployment Insurance		3501-3502	430.00	299.00	-30.5%
Workers' Compensation		3601-3602	24,849.00	16,697.00	-32.8%
OPEB, Allocated		3701-3702	4,199.00	1,910.00	-54.5%
OPEB, Active Employees		3751-3752	2,280.00	2,032.00	-10.9%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>174,728.00</b>	<b>112,965.00</b>	<b>-35.3%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	132,113.00	440,208.00	233.2%
Noncapitalized Equipment		4400	17,000.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>149,113.00</b>	<b>440,208.00</b>	<b>195.2%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	12,165.00	165.00	-98.6%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,800.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	8,489.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	2,449.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>25,903.00</b>	<b>165.00</b>	<b>-99.4%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	59,899.00	45,457.00	-24.1%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>59,899.00</b>	<b>45,457.00</b>	<b>-24.1%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,275,326.00</b>	<b>1,198,173.00</b>	<b>-6.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,274,926.00	1,196,273.00	-6.2%
4) Other Local Revenue		8600-8799	400.00	1,900.00	375.0%
5) TOTAL, REVENUES			1,275,326.00	1,198,173.00	-6.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		1,084,532.00	1,103,264.00	1.7%
2) Instruction - Related Services	2000-2999		130,895.00	49,452.00	-62.2%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		59,899.00	45,457.00	-24.1%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,275,326.00	1,198,173.00	-6.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%	
<b>F. FUND BALANCE, RESERVES</b>						
1) Beginning Fund Balance						
a) As of July 1 - Unaudited			9791	0.00	0.00	0.0%
b) Audit Adjustments			9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)				0.00	0.00	0.0%
d) Other Restatements			9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)				0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)				0.00	0.00	0.0%
Components of Ending Fund Balance						
a) Nonspendable						
Revolving Cash			9711	0.00	0.00	0.0%
Stores			9712	0.00	0.00	0.0%
Prepaid Expenditures			9713	0.00	0.00	0.0%
All Others			9719	0.00	0.00	0.0%
b) Restricted			9740	0.00	0.00	0.0%
c) Committed						
Stabilization Arrangements			9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)			9760	0.00	0.00	0.0%
d) Assigned						
Other Assignments (by Resource/Object)			9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated						
Reserve for Economic Uncertainties			9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount			9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
	Total, Restricted Balance	0.00	0.00



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,313,205.00	7,600,351.00	-8.6%
3) Other State Revenue		8300-8599	591,819.00	578,097.00	-2.3%
4) Other Local Revenue		8600-8799	584,520.00	557,404.00	-4.6%
5) TOTAL, REVENUES			9,489,544.00	8,735,852.00	-7.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,924,476.00	3,906,158.00	-0.5%
3) Employee Benefits		3000-3999	1,226,081.00	1,225,312.00	-0.1%
4) Books and Supplies		4000-4999	5,111,467.00	4,447,000.00	-13.0%
5) Services and Other Operating Expenditures		5000-5999	183,654.00	178,950.00	-2.6%
6) Capital Outlay		6000-6999	17,100.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	455,311.00	385,556.00	-15.3%
9) TOTAL, EXPENDITURES			10,918,089.00	10,142,976.00	-7.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,428,545.00)	(1,407,124.00)	-1.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,422,142.00	1,407,124.00	-1.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,422,142.00	1,407,124.00	-1.1%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(6,403.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	49,502.00	43,099.00	-12.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			49,502.00	43,099.00	-12.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			49,502.00	43,099.00	-12.9%
2) Ending Balance, June 30 (E + F1e)			43,099.00	43,099.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	42,084.09	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	455,819.81		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	206.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	42,084.09		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			498,109.90		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	155.60		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	2,600,000.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,600,155.60		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(2,102,045.70)		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	8,313,205.00	7,600,351.00	-8.6%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>8,313,205.00</b>	<b>7,600,351.00</b>	<b>-8.6%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	591,819.00	578,097.00	-2.3%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>591,819.00</b>	<b>578,097.00</b>	<b>-2.3%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	578,520.00	550,904.00	-4.8%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,000.00	2,500.00	25.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	4,000.00	4,000.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>584,520.00</b>	<b>557,404.00</b>	<b>-4.6%</b>
<b>TOTAL, REVENUES</b>			<b>9,489,544.00</b>	<b>8,735,852.00</b>	<b>-7.9%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	3,564,275.00	3,539,919.00	-0.7%
Classified Supervisors' and Administrators' Salaries		2300	217,362.00	198,400.00	-8.7%
Clerical, Technical and Office Salaries		2400	142,839.00	167,839.00	17.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>3,924,476.00</b>	<b>3,906,158.00</b>	<b>-0.5%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	461,252.00	485,243.00	5.2%
OASDI/Medicare/Alternative		3301-3302	290,372.00	290,164.00	-0.1%
Health and Welfare Benefits		3401-3402	252,808.00	233,716.00	-7.6%
Unemployment Insurance		3501-3502	1,896.00	1,897.00	0.1%
Workers' Compensation		3601-3602	111,333.00	108,819.00	-2.3%
OPEB, Allocated		3701-3702	96,027.00	92,585.00	-3.6%
OPEB, Active Employees		3751-3752	12,393.00	12,888.00	4.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,226,081.00</b>	<b>1,225,312.00</b>	<b>-0.1%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	121,487.00	68,500.00	-43.6%
Noncapitalized Equipment		4400	80,500.00	78,500.00	-2.5%
Food		4700	4,909,480.00	4,300,000.00	-12.4%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>5,111,467.00</b>	<b>4,447,000.00</b>	<b>-13.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	6,300.00	8,800.00	39.7%
Dues and Memberships		5300	2,000.00	2,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	53,000.00	53,000.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	81,650.00	75,650.00	-7.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,204.00	9,000.00	-11.8%
Professional/Consulting Services and Operating Expenditures		5800	30,000.00	30,000.00	0.0%
Communications		5900	500.00	500.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>183,654.00</b>	<b>178,950.00</b>	<b>-2.6%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	17,100.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>17,100.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	455,311.00	385,556.00	-15.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>455,311.00</b>	<b>385,556.00</b>	<b>-15.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>10,918,089.00</b>	<b>10,142,976.00</b>	<b>-7.1%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	1,422,142.00	1,407,124.00	-1.1%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,422,142.00	1,407,124.00	-1.1%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,422,142.00	1,407,124.00	-1.1%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,313,205.00	7,600,351.00	-8.6%
3) Other State Revenue		8300-8599	591,819.00	578,097.00	-2.3%
4) Other Local Revenue		8600-8799	584,520.00	557,404.00	-4.6%
5) TOTAL, REVENUES			9,489,544.00	8,735,852.00	-7.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		10,409,778.00	9,704,420.00	-6.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		455,311.00	385,556.00	-15.3%
8) Plant Services	8000-8999		53,000.00	53,000.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			10,918,089.00	10,142,976.00	-7.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(1,428,545.00)	(1,407,124.00)	-1.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,422,142.00	1,407,124.00	-1.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,422,142.00	1,407,124.00	-1.1%



Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(6,403.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	49,502.00	43,099.00	-12.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			49,502.00	43,099.00	-12.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			49,502.00	43,099.00	-12.9%
2) Ending Balance, June 30 (E + F1e)			43,099.00	43,099.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	42,084.09	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			808.91	43,099.00	5228.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	808.91	43,099.00
Total, Restricted Balance		808.91	43,099.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	75.00	600.00	700.0%
5) TOTAL, REVENUES			75.00	600.00	700.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			75.00	600.00	700.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			75.00	600.00	700.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	122,488.00	122,563.00	0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			122,488.00	122,563.00	0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			122,488.00	122,563.00	0.1%
2) Ending Balance, June 30 (E + F1e)			122,563.00	123,163.00	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	122,563.00	123,163.00	0.5%
iPad Replacement	0000	9780		123,163.00	
iPad Replacement Funds	0000	9780	122,563.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	122,672.99		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			122,672.99		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			122,672.99		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	75.00	600.00	700.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>75.00</b>	<b>600.00</b>	<b>700.0%</b>
<b>TOTAL, REVENUES</b>			<b>75.00</b>	<b>600.00</b>	<b>700.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	75.00	600.00	700.0%
5) TOTAL, REVENUES			75.00	600.00	700.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			75.00	600.00	700.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			75.00	600.00	700.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	122,488.00	122,563.00	0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			122,488.00	122,563.00	0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			122,488.00	122,563.00	0.1%
2) Ending Balance, June 30 (E + F1e)			122,563.00	123,163.00	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	122,563.00	123,163.00	0.5%
iPad Replacement	0000	9780		123,163.00	
iPad Replacement Funds	0000	9780	122,563.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	142,691.00	264,000.00	85.0%
5) TOTAL, REVENUES			142,691.00	264,000.00	85.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,337,527.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	1,512,747.00	0.00	-100.0%
6) Capital Outlay		6000-6999	8,611,409.00	47,343,009.00	449.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			11,461,683.00	47,343,009.00	313.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(11,318,992.00)	(47,079,009.00)	315.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	30,160,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,160,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			18,841,008.00	(47,079,009.00)	-349.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	28,527,148.00	47,368,156.00	66.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			28,527,148.00	47,368,156.00	66.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			28,527,148.00	47,368,156.00	66.0%
2) Ending Balance, June 30 (E + F1e)			47,368,156.00	289,147.00	-99.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	47,368,156.00	289,147.00	-99.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	47,243,262.78		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			47,243,262.78		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	2,440.94		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,440.94		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			47,240,821.84		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	114,132.00	264,000.00	131.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	28,559.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>142,691.00</b>	<b>264,000.00</b>	<b>85.0%</b>
<b>TOTAL, REVENUES</b>			<b>142,691.00</b>	<b>264,000.00</b>	<b>85.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	666,241.00	0.00	-100.0%
Noncapitalized Equipment		4400	671,286.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			1,337,527.00	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	1,512,747.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			1,512,747.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	54,986.00	13,574.00	-75.3%
Land Improvements		6170	3,741.00	335,080.00	8857.0%
Buildings and Improvements of Buildings		6200	8,495,209.00	43,068,169.00	407.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	57,473.00	3,926,186.00	6731.4%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			8,611,409.00	47,343,009.00	449.8%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			11,461,683.00	47,343,009.00	313.1%



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	30,160,000.00	0.00	-100.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			30,160,000.00	0.00	-100.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			30,160,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	142,691.00	264,000.00	85.0%
5) TOTAL, REVENUES			142,691.00	264,000.00	85.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		11,461,683.00	47,343,009.00	313.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			11,461,683.00	47,343,009.00	313.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(11,318,992.00)	(47,079,009.00)	315.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	30,160,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,160,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			18,841,008.00	(47,079,009.00)	-349.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	28,527,148.00	47,368,156.00	66.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			28,527,148.00	47,368,156.00	66.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			28,527,148.00	47,368,156.00	66.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	47,368,156.00	289,147.00	-99.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
9010	Other Restricted Local	47,368,156.00	289,147.00
Total, Restricted Balance		<u>47,368,156.00</u>	<u>289,147.00</u>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	83,000.00	276,000.00	232.5%
5) TOTAL, REVENUES			83,000.00	276,000.00	232.5%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	320,643.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	458,845.00	122,000.00	-73.4%
6) Capital Outlay		6000-6999	87,200.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	468,168.00	469,384.00	0.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,334,856.00	591,384.00	-55.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,251,856.00)	(315,384.00)	-74.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,251,856.00)	(315,384.00)	-74.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,958,153.00	4,706,297.00	-21.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,958,153.00	4,706,297.00	-21.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,958,153.00	4,706,297.00	-21.0%
2) Ending Balance, June 30 (E + F1e)			4,706,297.00	4,390,913.00	-6.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,706,297.00	4,390,913.00	-6.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	5,756,583.64		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			5,756,583.64		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	42.88		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			42.88		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			5,756,540.76		



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	8,000.00	26,000.00	225.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	75,000.00	250,000.00	233.3%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			83,000.00	276,000.00	232.5%
<b>TOTAL, REVENUES</b>			83,000.00	276,000.00	232.5%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	12,800.00	0.00	-100.0%
Noncapitalized Equipment		4400	307,843.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			320,643.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	132,000.00	122,000.00	-7.6%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	326,845.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>458,845.00</b>	<b>122,000.00</b>	<b>-73.4%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	87,200.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>87,200.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	199,868.00	186,784.00	-6.5%
Other Debt Service - Principal		7439	268,300.00	282,600.00	5.3%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>468,168.00</b>	<b>469,384.00</b>	<b>0.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,334,856.00</b>	<b>591,384.00</b>	<b>-55.7%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	83,000.00	276,000.00	232.5%
5) TOTAL, REVENUES			83,000.00	276,000.00	232.5%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		15,000.00	0.00	-100.0%
8) Plant Services	8000-8999		851,688.00	122,000.00	-85.7%
9) Other Outgo	9000-9999	Except 7600-7699	468,168.00	469,384.00	0.3%
10) TOTAL, EXPENDITURES			1,334,856.00	591,384.00	-55.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(1,251,856.00)	(315,384.00)	-74.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,251,856.00)	(315,384.00)	-74.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,958,153.00	4,706,297.00	-21.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,958,153.00	4,706,297.00	-21.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,958,153.00	4,706,297.00	-21.0%
2) Ending Balance, June 30 (E + F1e)			4,706,297.00	4,390,913.00	-6.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,706,297.00	4,390,913.00	-6.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
9010	Other Restricted Local	4,706,297.00	4,390,913.00
Total, Restricted Balance		<u>4,706,297.00</u>	<u>4,390,913.00</u>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	24,000.00	45,600.00	90.0%
5) TOTAL REVENUES			24,000.00	45,600.00	90.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			24,000.00	45,600.00	90.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			24,000.00	45,600.00	90.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,147,029.00	9,171,029.00	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,147,029.00	9,171,029.00	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,147,029.00	9,171,029.00	0.3%
2) Ending Balance, June 30 (E + F1e)			9,171,029.00	9,216,629.00	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,171,029.00	9,216,629.00	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	9,168,089.52		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			9,168,089.52		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			9,168,089.52		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	24,000.00	45,600.00	90.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			24,000.00	45,600.00	90.0%
<b>TOTAL, REVENUES</b>			24,000.00	45,600.00	90.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	24,000.00	45,600.00	90.0%
5) TOTAL, REVENUES			24,000.00	45,600.00	90.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			24,000.00	45,600.00	90.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			24,000.00	45,600.00	90.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,147,029.00	9,171,029.00	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,147,029.00	9,171,029.00	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,147,029.00	9,171,029.00	0.3%
2) Ending Balance, June 30 (E + F1e)			9,171,029.00	9,216,629.00	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			9,171,029.00	9,216,629.00	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
7710	State School Facilities Projects	9,171,029.00	9,216,629.00
<b>Total, Restricted Balance</b>		<b>9,171,029.00</b>	<b>9,216,629.00</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	95,178.00	102,278.00	7.5%
4) Other Local Revenue		8600-8799	10,960,805.00	11,798,747.00	7.6%
5) TOTAL, REVENUES			11,055,983.00	11,901,025.00	7.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	12,756,974.00	13,862,665.00	8.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			12,756,974.00	13,862,665.00	8.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,700,991.00)	(1,961,640.00)	15.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	1,741,787.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,741,787.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			40,796.00	(1,961,640.00)	-4908.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	11,631,073.00	11,671,869.00	0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,631,073.00	11,671,869.00	0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,631,073.00	11,671,869.00	0.4%
2) Ending Balance, June 30 (E + F1e)			11,671,869.00	9,710,229.00	-16.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			11,671,869.00	9,710,229.00	-16.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	12,997,535.96		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			12,997,535.96		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			12,997,535.96		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	95,178.00	102,278.00	7.5%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			95,178.00	102,278.00	7.5%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	10,339,596.00	11,218,995.00	8.5%
Unsecured Roll		8612	601,009.00	559,252.00	-6.9%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	20,200.00	20,500.00	1.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			10,960,805.00	11,798,747.00	7.6%
<b>TOTAL, REVENUES</b>			11,055,983.00	11,901,025.00	7.6%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	4,650,362.00	5,119,970.00	10.1%
Bond Interest and Other Service Charges		7434	8,106,612.00	8,742,695.00	7.8%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			12,756,974.00	13,862,665.00	8.7%
TOTAL, EXPENDITURES			12,756,974.00	13,862,665.00	8.7%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	1,741,787.00	0.00	-100.0%
<b>(c) TOTAL, SOURCES</b>			1,741,787.00	0.00	-100.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs					
		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues					
		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues					
		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			1,741,787.00	0.00	-100.0%



Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	95,178.00	102,278.00	7.5%
4) Other Local Revenue		8600-8799	10,960,805.00	11,798,747.00	7.6%
5) TOTAL, REVENUES			11,055,983.00	11,901,025.00	7.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	12,756,974.00	13,862,665.00	8.7%
10) TOTAL, EXPENDITURES			12,756,974.00	13,862,665.00	8.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(1,700,991.00)	(1,961,640.00)	15.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	1,741,787.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,741,787.00	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			40,796.00	(1,961,640.00)	-4908.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	11,631,073.00	11,671,869.00	0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,631,073.00	11,671,869.00	0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,631,073.00	11,671,869.00	0.4%
2) Ending Balance, June 30 (E + F1e)			11,671,869.00	9,710,229.00	-16.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			11,671,869.00	9,710,229.00	-16.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
9010	Other Restricted Local	11,671,869.00	9,710,229.00
<b>Total, Restricted Balance</b>		<b>11,671,869.00</b>	<b>9,710,229.00</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,733,457.00	4,738,457.00	0.1%
5) TOTAL, REVENUES			4,733,457.00	4,738,457.00	0.1%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	4,269,121.00	4,270,000.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			4,269,121.00	4,270,000.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			464,336.00	468,457.00	0.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			464,336.00	468,457.00	0.9%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	7,312,052.00	7,776,388.00	6.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,312,052.00	7,776,388.00	6.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,312,052.00	7,776,388.00	6.4%
2) Ending Net Position, June 30 (E + F1e)			7,776,388.00	8,244,845.00	6.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	7,776,388.00	8,244,845.00	6.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	3,961,018.94		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			3,961,018.94		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Net OPEB Obligation		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30 (G10 + H2) - (I7 + J2)			3,961,018.94		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	25,000.00	30,000.00	20.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	4,275,000.00	4,275,000.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	433,457.00	433,457.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,733,457.00</b>	<b>4,738,457.00</b>	<b>0.1%</b>
<b>TOTAL, REVENUES</b>			<b>4,733,457.00</b>	<b>4,738,457.00</b>	<b>0.1%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services					
		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,269,121.00	4,270,000.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>4,269,121.00</b>	<b>4,270,000.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENSES</b>			<b>4,269,121.00</b>	<b>4,270,000.00</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<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	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</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	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</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	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,733,457.00	4,738,457.00	0.1%
5) TOTAL, REVENUES			4,733,457.00	4,738,457.00	0.1%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		4,269,121.00	4,270,000.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			4,269,121.00	4,270,000.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			464,336.00	468,457.00	0.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			464,336.00	468,457.00	0.9%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	7,312,052.00	7,776,388.00	6.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,312,052.00	7,776,388.00	6.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,312,052.00	7,776,388.00	6.4%
2) Ending Net Position, June 30 (E + F1e)			7,776,388.00	8,244,845.00	6.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	7,776,388.00	8,244,845.00	6.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
9010	Other Restricted Local	7,776,388.00	8,244,845.00
<b>Total, Restricted Net Position</b>		<b>7,776,388.00</b>	<b>8,244,845.00</b>

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third Prior Year, enter Revenue Limit ADA data in the Original Budget Funded ADA column. For the Second and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Second and First Prior Years. All other data are extracted.

\*Please note for FY 2013-14 estimated/unaudited actuals and 2014-15 original budget: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	Original Budget Funded ADA (Form RL, Line 5c) (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4) (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4) (Form A, Lines A4 and C4)	ADA Variance Level  (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2013-14)	16,255.00	16,328.47	N/A	Met
Second Prior Year (2014-15)				
District Regular	16,514.63	16,400.44		
Charter School				
<b>Total ADA</b>	<b>16,514.63</b>	<b>16,400.44</b>	<b>0.7%</b>	<b>Met</b>
First Prior Year (2015-16)				
District Regular	1,644.23	16,400.51		
Charter School		0.00		
<b>Total ADA</b>	<b>1,644.23</b>	<b>16,400.51</b>	<b>N/A</b>	<b>Met</b>
Budget Year (2016-17)				
District Regular	16,363.19			
Charter School	0.00			
<b>Total ADA</b>	<b>16,363.19</b>			

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for the Budget, First and Second Prior Years.

Fiscal Year	Budget	Enrollment	CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2013-14)		16,834	16,803	0.2%	Met
Second Prior Year (2014-15)					
District Regular		17,080	16,916		
Charter School					
<b>Total Enrollment</b>		<b>17,080</b>	<b>16,916</b>	<b>1.0%</b>	<b>Met</b>
First Prior Year (2015-16)					
District Regular		17,169	16,914		
Charter School					
<b>Total Enrollment</b>		<b>17,169</b>	<b>16,914</b>	<b>1.5%</b>	<b>Not Met</b>
Budget Year (2016-17)					
District Regular		16,914			
Charter School					
<b>Total Enrollment</b>		<b>16,914</b>			

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

**Explanation:**  
(required if NOT met)

Enrollment projections at Adopted Budget time assumed continued growth, which was not realized in the fall.

- 1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

\*Please note for Fiscal Year 2013-14 estimated/unaudited actuals: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2013-14)	16,328	16,803	97.2%
Second Prior Year (2014-15)			
District Regular	16,400	16,916	
Charter School			
<b>Total ADA/Enrollment</b>	<b>16,400</b>	<b>16,916</b>	<b>96.9%</b>
First Prior Year (2015-16)			
District Regular	16,363	16,914	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>16,363</b>	<b>16,914</b>	<b>96.7%</b>
		Historical Average Ratio:	96.9%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	97.4%

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2016-17)				
District Regular	16,363	16,914		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>16,363</b>	<b>16,914</b>	<b>96.7%</b>	<b>Met</b>
1st Subsequent Year (2017-18)				
District Regular	16,359	16,914		
Charter School				
<b>Total ADA/Enrollment</b>	<b>16,359</b>	<b>16,914</b>	<b>96.7%</b>	<b>Met</b>
2nd Subsequent Year (2018-19)				
District Regular	16,359	16,914		
Charter School				
<b>Total ADA/Enrollment</b>	<b>16,359</b>	<b>16,914</b>	<b>96.7%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF Revenue**

**STANDARD:** Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

<sup>1</sup>Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

**4A. District's LCFF Revenue Standard**

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

**4A1. Calculating the District's LCFF Revenue Standard**

**DATA ENTRY:** Enter LCFF Target amounts for the budget and two subsequent fiscal years. Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2d. All other data is calculated.

**Projected LCFF Revenue**

Has the District reached its LCFF target funding level?

If Yes, then COLA amount in Line 2b2 is used in Line 2e Total calculation.  
If No, then Gap Funding in Line 2c is used in Line 2e Total calculation.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
LCFF Target (Reference Only)	168,735,769.00	167,746,108.00	169,679,330.00
<b>Step 1 - Change in Population</b>			
a. ADA (Funded) (Form A, lines A6 and C4)			
b. Prior Year ADA (Funded)	16,466.23	16,428.91	16,428.91
c. Difference (Step 1a minus Step 1b)	(37.32)	0.00	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)	-0.23%	0.00%	0.00%
<b>Step 2 - Change in Funding Level</b>			
a. Prior Year LCFF Funding	148,497,900.00	158,919,270.00	166,877,415.00
b1. COLA percentage (if district is at target)	Not Applicable		
b2. COLA amount (proxy for purposes of this criterion)	Not Applicable	0.00	0.00
c. Gap Funding (if district is not at target)	10,718,861.00	7,958,128.00	2,829,038.00
d. Economic Recovery Target Funding (current year increment)			
e. Total (Lines 2b2 or 2c, as applicable, plus Line 2d)	10,718,861.00	7,958,128.00	2,829,038.00
f. Percent Change Due to Funding Level (Step 2e divided by Step 2a)	7.22%	5.01%	1.70%
<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2f)</b>	6.99%	5.01%	1.70%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>	<b>5.99% to 7.99%</b>	<b>4.01% to 6.01%</b>	<b>.70% to 2.70%</b>



**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	21,148,302.00	22,582,403.00	22,582,403.00	22,582,403.00
Percent Change from Previous Year		N/A	N/A	N/A
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>Necessary Small School Standard (Gap Funding or COLA, plus Economic Recovery Target Payment, Step 2f, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	148,497,900.00	158,919,271.00	166,877,415.00	169,706,489.00
District's Projected Change in LCFF Revenue:		7.02%	5.01%	1.70%
<b>LCFF Revenue Standard:</b>		<b>5.99% to 7.99%</b>	<b>4.01% to 6.01%</b>	<b>.70% to 2.70%</b>
<b>Status:</b>		Met	Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

**5. CRITERION: Salaries and Benefits**

**STANDARD:** Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

It is likely that for many districts the 2014-15 and 2015-16 change from the historical average ratio will exceed the standard because certain revenues that were restricted prior to the LCFF are now unrestricted within the LCFF.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2013-14)	86,059,953.20	100,027,350.22	86.0%
Second Prior Year (2014-15)	103,284,208.70	120,669,242.73	85.6%
First Prior Year (2015-16)	114,866,151.00	145,418,102.00	79.0%
	Historical Average Ratio:		83.5%

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	80.5% to 86.5%	80.5% to 86.5%	80.5% to 86.5%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2016-17)	117,210,203.00	145,618,337.00	80.5%	Met
1st Subsequent Year (2017-18)	120,336,867.00	145,145,101.00	82.9%	Met
2nd Subsequent Year (2018-19)	123,613,237.00	148,999,332.00	83.0%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	6.99%	5.01%	1.70%
<b>2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):</b>	<b>-3.01% to 16.99%</b>	<b>-4.99% to 15.01%</b>	<b>-8.30% to 11.70%</b>
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	1.99% to 11.99%	.01% to 10.01%	-3.30% to 6.70%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2015-16)	18,398,439.00		
Budget Year (2016-17)	14,349,531.00	-22.01%	Yes
1st Subsequent Year (2017-18)	8,953,982.00	-37.60%	Yes
2nd Subsequent Year (2018-19)	8,953,982.00	0.00%	No

Explanation:  
(required if Yes) 2016/17 \$4M reduction reflects no anticipated carry over from prior year. Out years reflect MSAP & Federal Counseling grant expiration

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)</b>			
First Prior Year (2015-16)	19,118,082.00		
Budget Year (2016-17)	12,086,112.00	-36.78%	Yes
1st Subsequent Year (2017-18)	7,109,029.00	-41.18%	Yes
2nd Subsequent Year (2018-19)	7,109,029.00	0.00%	No

Explanation:  
(required if Yes) 2016/17 reflects no anticipated carry over from prior year & reduction in 1x Mandated Costs funding. Out years anticipate no 1X Mandated Cost funding and Educator Effectiveness grant expiration.

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)</b>			
First Prior Year (2015-16)	8,769,916.00		
Budget Year (2016-17)	9,123,504.00	4.03%	No
1st Subsequent Year (2017-18)	9,123,504.00	0.00%	Yes
2nd Subsequent Year (2018-19)	9,123,504.00	0.00%	No

Explanation:  
(required if Yes) Difference reflects anticipated ERATE rebates now reflected in revenue due to GASB ruling

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)</b>			
First Prior Year (2015-16)	21,606,839.00		
Budget Year (2016-17)	19,147,613.00	-11.38%	Yes
1st Subsequent Year (2017-18)	14,867,650.00	-22.35%	Yes
2nd Subsequent Year (2018-19)	15,237,854.00	2.49%	No

Explanation:  
(required if Yes) Supplies reduced per revenue stream reductions and 1x funding losses

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2015-16)	23,221,293.00		
Budget Year (2016-17)	20,943,793.00	-9.81%	Yes
1st Subsequent Year (2017-18)	20,106,125.00	-4.00%	Yes
2nd Subsequent Year (2018-19)	20,606,767.00	2.49%	No

**Explanation:**  
(required if Yes)

Services reduced per revenue stream reductions and 1x funding losses

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2015-16)	46,286,437.00		
Budget Year (2016-17)	35,559,147.00	-23.18%	Not Met
1st Subsequent Year (2017-18)	25,186,515.00	-29.17%	Not Met
2nd Subsequent Year (2018-19)	25,186,515.00	0.00%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2015-16)	44,828,132.00		
Budget Year (2016-17)	40,091,406.00	-10.57%	Not Met
1st Subsequent Year (2017-18)	34,973,775.00	-12.76%	Not Met
2nd Subsequent Year (2018-19)	35,844,621.00	2.49%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6B  
if NOT met)

2016/17 \$4M reduction reflects no anticipated carry over from prior year. Out years reflect MSAP & Federal Counseling grant expiration

**Explanation:**  
Other State Revenue  
(linked from 6B  
if NOT met)

2016/17 reflects no anticipated carry over from prior year & reduction in 1x Mandated Costs funding. Out years anticipate no 1X Mandated Cost funding and Educator Effectiveness grant expiration.

**Explanation:**  
Other Local Revenue  
(linked from 6B  
if NOT met)

Difference reflects anticipated ERATE rebates now reflected in revenue due to GASB ruling

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6B  
if NOT met)

Supplies reduced per revenue stream reductions and 1x funding losses

**Explanation:**  
Services and Other Exps  
(linked from 6B  
if NOT met)

Services reduced per revenue stream reductions and 1x funding losses

**7. CRITERION: Facilities Maintenance**

**STANDARD:** Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 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:** Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)

**2. Ongoing and Major Maintenance/Restricted Maintenance Account**

		3% of Total Current Year General Fund Expenditures and Other Financing Uses (Line 2c times 3%)	Amount Deposited <sup>1</sup> for 2014-15 Fiscal Year	Required Minimum Contribution/ Lesser of Current Year or 2014-15 Fiscal Year
a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	194,116,812.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)				
c. Net Budgeted Expenditures and Other Financing Uses	194,116,812.00	5,823,504.36	4,683,986.00	4,683,986.00

d. OMMA/RMA Contribution

Budgeted Contribution <sup>1</sup> to the Ongoing and Major Maintenance Account	Status
5,821,028.00	Met

<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. 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 two out of three prior fiscal years.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2013-14)	Second Prior Year (2014-15)	First Prior Year (2015-16)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	4,156,172.00	5,004,961.43	5,999,333.00
b. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	1,715,169.21	4,015,371.27	4,781,139.49
c. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
d. Available Reserves (Lines 1a through 1c)	5,871,341.21	9,020,332.70	10,780,472.49
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	138,539,044.80	166,934,562.04	199,977,761.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	138,539,044.80	166,934,562.04	199,977,761.00
3. District's Available Reserve Percentage (Line 1d divided by Line 2c)	4.2%	5.4%	5.4%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>1.4%</b>	<b>1.8%</b>	<b>1.8%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2013-14)	2,552,881.42	100,193,598.23	N/A	Met
Second Prior Year (2014-15)	182,954.59	121,209,036.93	N/A	Met
First Prior Year (2015-16)	(3,742,722.00)	146,840,244.00	2.5%	Not Met
Budget Year (2016-17) (Information only)	1,373,905.00	147,025,461.00		

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years,

Explanation:  
(required if NOT met)

Deficit spending was a planned budget strategy in 2015/16 as District increased salaries and accommodated the increase in STRS & PERS rates and the increase to students as prescribed by District's LCAP

**9. CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA	
1.7%	0	to 300
1.3%	301	to 1,000
1.0%	1,001	to 30,000
0.7%	30,001	to 400,000
0.3%	400,001	and over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

**9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2013-14)	10,062,685.86	14,356,238.98	N/A	Met
Second Prior Year (2014-15)	12,773,456.00	16,000,577.57	N/A	Met
First Prior Year (2015-16)	11,110,515.00	15,370,275.00	N/A	Met
Budget Year (2016-17) (Information only)	11,627,553.00			

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Budget Year data are extracted. Enter district regular ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$66,000 (greater of)	0	to	300
4% or \$66,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District Estimated P-2 ADA (Form A, Line A4):	16,363	16,363	16,363
District's Reserve Standard Percentage Level:	3%	3%	3%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	194,116,812.00	187,888,441.00	192,598,281.00
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)	194,116,812.00	187,888,441.00	192,598,281.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	5,823,504.36	5,636,653.23	5,777,948.43
6. Reserve Standard - by Amount (\$66,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	5,823,504.36	5,636,653.23	5,777,948.43



**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.  
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	5,823,504.00	5,636,653.00	5,777,948.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	742,954.00	9,847,650.00	11,951,078.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	6,566,458.00	15,484,303.00	17,729,026.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.38%	8.24%	9.21%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>5,823,504.36</b>	<b>5,636,653.23</b>	<b>5,777,948.43</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 6980)</b>				
First Prior Year (2015-16)	(18,256,384.00)			
Budget Year (2016-17)	(18,802,460.00)	546,076.00	3.0%	Met
1st Subsequent Year (2017-18)	(20,404,941.00)	1,602,481.00	8.5%	Met
2nd Subsequent Year (2018-19)	(21,817,906.00)	1,412,965.00	6.9%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2015-16)	0.00			
Budget Year (2016-17)	0.00	0.00	0.0%	Met
1st Subsequent Year (2017-18)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2018-19)	0.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2015-16)				
Budget Year (2016-17)	1,407,124.00	1,407,124.00	New	Not Met
1st Subsequent Year (2017-18)	1,200,000.00	(207,124.00)	-14.7%	Not Met
2nd Subsequent Year (2018-19)	1,000,000.00	(200,000.00)	-16.7%	Not Met

1d. Impact of Capital Projects  
Do you have any capital projects that may impact the general fund operational budget? No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

**Explanation:**  
(required if NOT met)

District is implementing cost savings strategies to reduce the transfer out to Child Nutrition Services

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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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 budget 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 annual payments.

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the annual required contribution; and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:  
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Eligible employees receive full paid health, dental & vision through age 69. Eligible employees must have been hired prior to July 1, 2012. No OPEB offered to employees hired after June 30, 2012.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	77,805,809

4. OPEB Liabilities  
a. OPEB actuarial accrued liability (AAL)  
b. OPEB unfunded actuarial accrued liability (UAAL)  
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?  
d. If based on an actuarial valuation, indicate the date of the OPEB valuation

78,320,326.00
42,479,630.00
Actuarial
Jul 01, 2015

5. OPEB Contributions

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method	8,169,923.00	8,169,923.00	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)	4,850,735.00	4,850,735.00	4,850,735.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	3,571,123.00	4,149,265.00	4,456,674.00
d. Number of retirees receiving OPEB benefits	259	259	259

**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No
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2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

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3. Self-Insurance Liabilities  
 a. Accrued liability for self-insurance programs  
 b. Unfunded liability for self-insurance programs


4. Self-Insurance Contributions  
 a. Required contribution (funding) for self-insurance programs  
 b. Amount contributed (funded) for self-insurance programs

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)



**S8. Status of Labor Agreements**

Analyze the status of employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of certificated (non-management) full-time-equivalent (FTE) positions	884.8	889.0	884.0	884.0

**Certificated (Non-management) Salary and Benefit Negotiations**

No

1. Are salary and benefit negotiations settled for the budget year?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

All 2016/17 negotiations remain unsettled

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year  
(2016-17)

1st Subsequent Year  
(2017-18)

2nd Subsequent Year  
(2018-19)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

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**One Year Agreement**

Total cost of salary settlement

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% change in salary schedule from prior year

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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

697,719
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7. Amount included for any tentative salary schedule increases

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
0	0	0

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
9,552,726	9,552,726	9,552,726
Capped @ \$13,254	Capped @ \$13,254	Capped @ \$13,254
0.0%	0.0%	0.0%

**Certificated (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

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**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
	1,046,578	1,062,277
	1.5%	1.5%

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	No	No

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of classified (non-management) FTE positions	773.6	775.6	771.6	771.6

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

No settlement agreements have been met for FY 2016/17

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year  
(2016-17)

1st Subsequent Year  
(2017-18)

2nd Subsequent Year  
(2018-19)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

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**One Year Agreement**

Total cost of salary settlement

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% 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")

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

249,255

7. Amount included for any tentative salary schedule increases

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
0	0	0

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
3,252,788	3,252,788	3,252,788
Capped @ \$9,999	Capped \$9,999	Capped @ \$9,999
0.0%	0.0%	0.0%

**Classified (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

No		
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**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
	373,882	379,491
	1.5%	1.5%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	No	No
Yes	No	No

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of management, supervisor, and confidential FTE positions	81.0	77.0	76.0	76.0

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

n/a

1. Are salary and benefit negotiations settled for the budget year?

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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

4. Amount included for any tentative salary schedule increases

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	741,467	741,467	741,467
Percent of H&W cost paid by employer	Capped @ \$10,835	Capped @ \$10,835	Capped @ \$10,835
Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

**Management/Supervisor/Confidential Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments		130,542	132,500
Percent change in step & column over prior year		1.5%	1.5%

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
Total cost of other benefits	60,088	60,088	60,088
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in Item 1, and enter the date in Item 2.

1. Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?

2. Approval date for adoption of the LCAP or approval of an update to the LCAP.

**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services and Expenditures?

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### ADDITIONAL FISCAL INDICATORS

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)
  
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?
  
- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the district's financial system independent of the county office system?
  
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)
  
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**  
(optional)

A6. District offers uncapped health benefits to vested retirees hired prior to 2012
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### End of School District Budget Criteria and Standards Review

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56-72538-0000000

July 1 Budget  
2016-17 Budget  
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.



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56-72538-0000000

July 1 Budget  
2015-16 Estimated Actuals  
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>OBJECT</u>	<u>VALUE</u>
01	3315	4300	-2,839.00
Explanation: Negative object will be reviewed and cleared prior to year end			
01	3320	4300	-7,389.00

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

Description	Object Codes	2016-17 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 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. LCFE/Revenue Limit Sources	8010-8099	158,919,271.00	5.01%	166,877,415.00	1.70%	169,706,489.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	6,809,155.00	-56.94%	2,932,072.00	0.00%	2,932,072.00
4. Other Local Revenues	8600-8799	1,473,400.00	0.00%	1,473,400.00	0.00%	1,473,400.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(18,802,460.00)	8.52%	(20,404,941.00)	6.92%	(21,817,906.00)
6. Total (Sum lines A1 thru A5c)		148,399,366.00	1.67%	150,877,946.00	0.94%	152,294,055.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				67,171,946.00		68,179,324.00
b. Step & Column Adjustment				1,007,378.00		1,022,489.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	67,171,946.00	1.50%	68,179,324.00	1.50%	69,201,813.00
2. Classified Salaries						
a. Base Salaries				19,127,971.00		19,412,899.00
b. Step & Column Adjustment				284,928.00		289,202.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	19,127,971.00	1.49%	19,412,899.00	1.49%	19,702,101.00
3. Employee Benefits	3000-3999	30,910,286.00	5.93%	32,744,644.00	6.00%	34,709,323.00
4. Books and Supplies	4000-4999	11,895,063.00	-6.03%	11,178,335.00	2.49%	11,456,675.00
5. Services and Other Operating Expenditures	5000-5999	11,724,151.00	2.60%	12,028,979.00	2.49%	12,328,500.00
6. Capital Outlay	6000-6999	3,225,000.00	-98.85%	37,000.00	0.00%	37,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,866,937.00	0.00%	2,866,937.00	0.00%	2,866,937.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,303,017.00)	0.00%	(1,303,017.00)	0.00%	(1,303,017.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,407,124.00	-14.72%	1,200,000.00	-16.67%	1,000,000.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		147,025,461.00	-0.46%	146,345,101.00	2.50%	149,999,332.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		1,373,905.00		4,532,845.00		2,294,723.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		11,627,553.00		13,001,458.00		17,534,303.00
2. Ending Fund Balance (Sum lines C and D1)		13,001,458.00		17,534,303.00		19,829,026.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	65,000.00				
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	6,370,000.00		2,050,000.00		2,100,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,823,504.00		5,636,653.00		5,777,948.00
2. Unassigned/Unappropriated	9790	742,954.00		9,847,650.00		11,951,078.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		13,001,458.00		17,534,303.00		19,829,026.00

Description	Object Codes	2016-17 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 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	5,823,504.00		5,636,653.00		5,777,948.00
c. Unassigned/Unappropriated	9790	742,954.00		9,847,650.00		11,951,078.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		6,566,458.00		15,484,303.00		17,729,026.00

**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.

TK ADA is included in 2017/18 LCFF calculation as this is still an unknown parameter. Reductions in out years State Revenue and associated expenditures represent no anticipated 1x funds for Mandated Cost recovery.

Description	Object Codes	2016-17 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 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	14,349,531.00	-37.60%	8,953,982.00	0.00%	8,953,982.00
3. Other State Revenues	8300-8599	5,276,957.00	-20.85%	4,176,957.00	0.00%	4,176,957.00
4. Other Local Revenues	8600-8799	7,650,104.00	0.00%	7,650,104.00	0.00%	7,650,104.00
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	18,802,460.00	8.52%	20,404,941.00	6.92%	21,817,906.00
6. Total (Sum lines A1 thru A5c)		46,079,052.00	-10.62%	41,185,984.00	3.43%	42,598,949.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries				13,239,029.00		12,522,038.00
a. Base Salaries				185,055.00		187,831.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment				(902,046.00)		
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	13,239,029.00	-5.42%	12,522,038.00	1.50%	12,709,869.00
2. Classified Salaries				8,977,350.00		8,960,257.00
a. Base Salaries				132,418.00		134,404.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment				(149,511.00)		
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,977,350.00	-0.19%	8,960,257.00	1.50%	9,094,661.00
3. Employee Benefits	3000-3999	7,172,776.00	1.92%	7,310,351.00	6.00%	7,748,973.00
4. Books and Supplies	4000-4999	7,252,550.00	-49.13%	3,689,315.00	2.49%	3,781,179.00
5. Services and Other Operating Expenditures	5000-5999	9,219,642.00	-12.39%	8,077,146.00	2.49%	8,278,267.00
6. Capital Outlay	6000-6999	358,000.00	0.00%	358,000.00	0.00%	358,000.00
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	872,004.00	-28.18%	626,233.00	0.28%	628,000.00
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)		47,091,351.00	-11.78%	41,543,340.00	2.54%	42,598,949.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(1,012,299.00)		(357,356.00)		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,369,655.00		357,356.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		357,356.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	357,356.00				
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)		357,356.00		0.00		0.00

Description	Object Codes	2016-17 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
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.						
Out years removes revenue and expenditures for Federal MSAP Grant and Counseling Grant and State Educator Effectiveness Award						

Description	Object Codes	2016-17 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 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. LCFE/Revenue Limit Sources	8010-8099	158,919,271.00	5.01%	166,877,415.00	1.70%	169,706,489.00
2. Federal Revenues	8100-8299	14,349,531.00	-37.60%	8,953,982.00	0.00%	8,953,982.00
3. Other State Revenues	8300-8599	12,086,112.00	-41.18%	7,109,029.00	0.00%	7,109,029.00
4. Other Local Revenues	8600-8799	9,123,504.00	0.00%	9,123,504.00	0.00%	9,123,504.00
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)		194,478,418.00	-1.24%	192,063,930.00	1.47%	194,893,004.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				80,410,975.00		80,701,362.00
b. Step & Column Adjustment				1,192,433.00		1,210,320.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(902,046.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	80,410,975.00	0.36%	80,701,362.00	1.50%	81,911,682.00
2. Classified Salaries						
a. Base Salaries				28,105,321.00		28,373,156.00
b. Step & Column Adjustment				417,346.00		423,606.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(149,511.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	28,105,321.00	0.95%	28,373,156.00	1.49%	28,796,762.00
3. Employee Benefits	3000-3999	38,083,062.00	5.18%	40,054,995.00	6.00%	42,458,296.00
4. Books and Supplies	4000-4999	19,147,613.00	-22.35%	14,867,650.00	2.49%	15,237,854.00
5. Services and Other Operating Expenditures	5000-5999	20,943,793.00	-4.00%	20,106,125.00	2.49%	20,606,767.00
6. Capital Outlay	6000-6999	3,583,000.00	-88.98%	395,000.00	0.00%	395,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,866,937.00	0.00%	2,866,937.00	0.00%	2,866,937.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(431,013.00)	57.02%	(676,784.00)	-0.26%	(675,017.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,407,124.00	-14.72%	1,200,000.00	-16.67%	1,000,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		194,116,812.00	-3.21%	187,888,441.00	2.51%	192,598,281.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		361,606.00		4,175,489.00		2,294,723.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		12,997,208.00		13,358,814.00		17,534,303.00
2. Ending Fund Balance (Sum lines C and D1)		13,358,814.00		17,534,303.00		19,829,026.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	65,000.00		0.00		0.00
b. Restricted	9740	357,356.00		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	6,370,000.00		2,050,000.00		2,100,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,823,504.00		5,636,653.00		5,777,948.00
2. Unassigned/Unappropriated	9790	742,954.00		9,847,650.00		11,951,078.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		13,358,814.00		17,534,303.00		19,829,026.00

Description	Object Codes	2016-17 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 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	5,823,504.00		5,636,653.00		5,777,948.00
c. Unassigned/Unappropriated	9790	742,954.00		9,847,650.00		11,951,078.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
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
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		6,566,458.00		15,484,303.00		17,729,026.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.38%		8.24%		9.21%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
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):						
2. Special education pass-through funds (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				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Line A4; enter projections)						
		16,363.19		16,359.27		16,359.27
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		194,116,812.00		187,888,441.00		192,598,281.00
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)		194,116,812.00		187,888,441.00		192,598,281.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,823,504.36		5,636,653.23		5,777,948.43
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,823,504.36		5,636,653.23		5,777,948.43
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

## Appendix

### Budget Timelines and Decision Making Points

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There are numerous opportunities for the public to interact with the school district regarding the development of the school district's budget. Participation and comments by the community are always welcome, but there are some points when it is more advantageous for community participation than others. Those months showing an asterisk (\*) reflect times when comments from the community are especially welcome. The following identifies the critical developmental steps in:

- Budget development calendar
- Budget monitoring cycles
- Closing and auditing prior year revenues and expenses

#### **Budget Development Calendar**

➤ *December*

The process of developing the budget begins with a draft budget calendar. The draft calendar is reviewed and finalized by staff for presentation to the Board of Education for adoption in January. The calendar will list each of the incremental steps in the sequence of budget development.

➤ *January*

In January the budget calendar is presented to the Board of Education for adoption and it is likely that budget guidelines will be reviewed, revised, and a draft is made available for public review.

The Governor's proposed State Budget is released on January 10 of each year, and a discussion regarding the impact on the district is reviewed and highlighted with the Board of Education shortly thereafter.

➤ *February/March*

During these two months, the early guides regarding budget development are completed, and planning documents for district staff are distributed and then returned to the district office.

➤ *April\**

Development of the first preliminary budget is in the works. Board of Education priorities are considered for inclusion in the preliminary budget and potential expansions or reductions in program and personnel are completed.



➤ *May\**

In May, the Governor releases his "May Revise" with his proposed amendments for the development of the subsequent year's budget for the State of California. The characteristics of the May Revise and its impact on public education are an important guide for determining the direction of the following year's fiscal options. The district Governing Board will continue to evaluate the proposed budget for the coming fiscal year.

➤ *June\**

Final study sessions and hearings by the Board of Education are held on the development of the budget for the coming year. The public is welcome to comment on the proposed budget. The budget is adopted prior to July 1 of each year.

➤ *July*

In accordance with the State Constitution, the State Budget is adopted, and the process of closing the district's books on the prior fiscal year's revenues and expenditures begins. These two actions—establishment of prior-year revenues, expenses, and the district's ending balance, and the adoption of the State's final support levels for public education—are important steps in development of the final district expenditure plan.

➤ *August\**

In accord with State law, the district must amend its adopted budget to reflect the State of California's actions within 45 days after the Governor's signature on the State Budget. This revision is an important step in determining the final expenditure plans for the coming fiscal year. Concurrently, the county superintendent's review and comments on the proposed budget are received by the district, and if the actions of the local agency have been disapproved by the county superintendent, additional review steps must be taken in the budget development.

An important step in the development of the final budget is an update on the beginning fund balances to reflect the unaudited actuals from the closeout of the prior fiscal year that ended on June 30. This beginning balance, along with the revised revenues as adopted in the Governor's final budget, create the financial characteristics of the expenditure plan of the coming fiscal year.

## Budget Monitoring Cycles

### ➤ *October*

There are two points during the fiscal year when the local agency reviews the revenues and expenditures to date. The First Interim Report covers the district's expenditures through October 31, and provides projections of revenues and expenses for the balance of the fiscal year.

### ➤ *January\**

The Governing Board receives the First Interim Report in public session and reaches a conclusion as to whether its fiscal condition is positive, qualified, or negative. The Interim Report will reflect the projected ending balance of the district for the current fiscal year based upon actual revenues and expenditures through October 31 and estimated actuals for the balance of the fiscal year.

The Second Interim Report reflects actual revenues and expenditures through January of each year and also projects revenues and expenses through the balance of the fiscal year.

### ➤ *March\**

The Governing Board receives the Second Interim Report and again must reach conclusions as to whether the district has a positive, qualified, or negative certification.

This is the final interim review of the district's revenues and expenditures unless the Governing Board concludes that a "Third Interim Report" would also be helpful to the Board of Education.

## Closing and Auditing the Prior Fiscal Year

### ➤ *July/August*

The Governing Board must also take actions to close the prior fiscal year and to review the district's revenues and expenditures.

During the summer months, the district's staff closes the books for the prior fiscal year and develops estimated actual revenues and expense for each of the district accounts. In October, the final balances are reported to the State of California as part of an annual budget report.

➤ *December\**

The Governing Board additionally appoints an independent auditor to review the prior year's revenues and expenditures to develop the annual audit report and to fulfill obligations that are imposed on school district by an audit guide released by the California State Controller. In April, independent auditors begin their preliminary work on the annual audit and generally complete their work by the fall months. On or prior to December 15, the audit report is received by the Governing Board and any concerns either as part of the financial review or as part of the management notations are highlighted by the district's independent auditor.

Copies of the district's budget materials are available to the public for review. The entire district budget, interim reports, and audit reports are available from the district business office, and are also available to the public at the time they are being considered by the Board of Education.



## Appendix

### School District Budgets are Not Static Documents

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California school district revenues and expenditures are subject to constant change. School district budgets are not static documents, but instead are constantly being revised to respond to decisions at the state and federal level, as well as to the expenditure needs of the local agency.

Acceptance of the constant revision in district numbers is one of the biggest challenges in understanding a local agency budget. Yesterday's numbers are not today's numbers, and it almost seems as if someone is making up the statistics. But while there is a base cost of service, school districts operate on such a narrow income margin that even a small swing in revenues or costs can have a major impact on local agency decisions.

School district budgets are initially adopted in June of each year, but the changes in revenue and expense occur so often during the year that almost every school board meeting will include some new change in either district income or expense. The cycle of budget changes, however, has some rhythm so that it is possible to identify by month the most significant budget change dates.

#### CYCLE OF BUDGET CHANGES

##### **Early July or August**

Adoption of the state budget that determines the marginal change in school district revenues. In many cases it is the marginal revenue that has the most significant impact on district expenses. Districts must revise their budget within 45 days after the adoption of the State budget.

##### **Early August**

Recording of prior-year estimated actual expenses and determination of the estimated current-year beginning balance.

##### **Fall Months**

Receipt of the certification of income that the district will receive for district categorical programs—both continuing and new. Until the certifications are received, categorical—or restricted—expenditures are based on projections of income only.

##### **Late Summer, Fall, or Winter**

Conclusions of the district's collective bargaining agreement and determination of the final compensation amounts for district employees.

##### **Early January**

Presentation to the Governing Board of the First Interim Report, which reflects district income and expense to October 31 and a projection of income and expense for the balance of the year.

**September, October,  
January, and Springtime**

Calculation and recalculation of district ADA projections for the determination of current-year revenue limit income. Income is determined based on the average attendance of students until the Second Principal Apportionment, which is about the early part of April. ADA fluctuations can have a dramatic impact on district income—a loss of just one ADA can mean the loss of approximately \$4,660 in revenue limit income for the average school district.

**March**

Presentation to the Governing Board of the Second Interim Report, which reflects district income and expense to January 31, and a projection of income and expense for the balance of the year. The Interim Reports show a projected net ending balance for the district, which is a very important indicator of district fiscal health.

These are just some of the important budget change points during a typical school year. Note that most of the list does not even include changes in the cost of district materials or supplies. A district budget must also be constantly revised to reflect the change from estimated to actual cost for goods and services. School district budgets, just like a home budget, must be revised to reflect updated expenditures on everything from the cost of accounting services to the cost of worker's compensation, from the cost of air conditioning to the cost of video machine repairs.

Accurate school district budgeting is a never-ending process.



## Appendix

### Glossary of Common School Finance Terms

**ADA** Average daily attendance. There are several kinds of attendance, and these are counted in different ways. For regular attendance, ADA is equal to the average number of pupils actually attending classes who are enrolled for at least the minimum school day. In classes for adults and ROC/P, one unit of ADA is credited for each 525 classroom hours. Attendance is counted every day of the school year and is reported to the California Department of Education three times a year (see Attendance Reports). See also Concurrently Enrolled for a further definition of ADA.

**AB 1200** Reference to AB 1200 (Chapter 1213/1991) that imposed major fiscal accountability controls on school districts and county offices of education, by establishing significant administrative hurdles and obligations for agency budgets and fiscal practices. See especially Education Code Section 1240 et sec. and 42131 et sec.

**Accrual Basis Accounting** Transactions are recorded when they have been reduced to a legal or contractual right or obligation to receive or pay out cash or other resources.

**Ad valorem taxes** Taxes based on the value of property -- such as the standard property tax -- are called ad valorem taxes. The only new taxes based on the value of property that are allowed today are those imposed with a two-thirds voter approval for capital facilities bonded indebtedness. Ever since Proposition 13, properties in California are adjusted to the true market value only at the time of property transfer.

**Apportionment** State aid given to a school district or county office of education. Apportionments are calculated three times for each school year. The First Principal Apportionment (P-1) is calculated in February of the school year corresponding to the P-1 ADA (see Attendance Reports); the Second Principal Apportionment (P-2) is calculated in June corresponding to the P-2 ADA; and, the annual recalculation of the apportionment is made in February following the school year and is based on P-2 ADA, except for programs where the annual count of ADA is used.

**Appropriation Bill** A bill before the Legislature authorizing the expenditure of public money and stipulating the amount, manner and purpose for the expenditure items.

**Appropriation For Contingencies** That portion of the current fiscal year's budget that is not appropriated for any specific purpose but is held subject to intrabudget transfer; i.e. transfer to other specific appropriation accounts as needed during the fiscal year.

**Assessed Valuation (also, assessed value)** The total value of property within a school district as determined by state and county assessors. The "AV" of a school district will influence the total property tax income of a school district. The percentage growth in statewide AV from one year to the next is an important ingredient in determining appropriations levels required from the state for fully funding district and county revenue limits, as well as for Proposition 98 calculations.

**Attendance Reports** Each school district reports its attendance three times during a school year. The First Principal Apportionment ADA, called the P-1 ADA or the P-1 count, is counted from July 1 through the last school month ending on or before December 31 of a school year. The Second Principal Apportionment ADA, called the P-2 ADA, is counted from July 1 through the last school month ending on or before April 15 of a school year. Fiscal or annual ADA is based on the count from July 1 through June 30. The final recalculation of the apportionment is based on the P-2 ADA except for adult education programs, regional occupational centers and programs and nonpublic school funding, all of which use the annual count of ADA. Also, under certain circumstances when a district has a very large influx of migrant students in the spring, a district may request the use of annual ADA in lieu of P-2 ADA.

**Base Revenue Limit** See Revenue Limit.

**Basic Aid** The California Constitution guarantees that each school district will receive a minimum amount of state aid, called "basic aid," equal to \$120 per ADA or \$2,400 per district, whichever is greater. "Basic aid school districts" are those eligible for the basic aid constitutional guarantee only, since all of the balance of the school districts' revenue limit is funded by local property taxes.

**Benefit Assessment Districts** See Maintenance Assessment Districts.

**Bonded Indebtedness** An obligation incurred by the sale of bonds for acquisition of school facilities or other capital expenditures. Since 1986, districts have been able to levy a local property tax to amortize bonded indebtedness provided the taxes are approved by a two-thirds vote of the electorate.

**Cafeteria Plan** A written plan for the health and welfare benefits of district employees, under which the employees may select from two or more particular benefits, to which payroll deductions may be paid. If the plan meets IRS regulations, the deductions (salary reductions) are not subject to income tax. The main advantage, thus, is to allow employees to purchase benefits (such as health insurance, disability protection, group life insurance, group legal protection, and dental insurance) with "before-tax" dollars.

**Categorical Aid** Funds from the state or federal government granted to qualifying school districts for specialized programs regulated and controlled by federal or state law or regulation. Examples include programs for: children with special needs, such as special education; special programs, such as the School Improvement Program; or, special purposes, such as transportation. Expenditure of most categorical aid is restricted to its particular purpose. The funds are granted to districts in addition to their revenue limits.

**CBEST** The California Basic Education Skills Test. Required of anyone seeking certification as a teacher, the test measures proficiency in reading, writing and mathematics.

**CBEDS** California Basic Education Data System -- the statewide system of collecting enrollment, staffing, and salary data from all school districts on an "Information Day" each October.

**Certificated Personnel** School employees who hold positions for which a credential is required by the state -- teachers, librarians, counselors, and most administrators.

**Classified Personnel** School employees who hold positions that do not require a credential, like aides, custodians, etc.

**Class Size Penalties** The penalties imposed on school districts that have classes in excess of certain maximum sizes. Class size penalties result in a reduction in ADA which, in turn, results in a loss in revenue limit income. (See Education Code Section 41376).

**Concurrently Enrolled** Pupils who are enrolled both in a regular program for at least the minimum school day and also in a regional occupational center or program (ROC/P) or class for adults. Such a student will generate both regular ADA for the time in the regular program plus concurrently enrolled ADA for the time in ROC/P or adult classes. By qualifying for both regular ADA and concurrently enrolled ADA, such a student can generate more than one unit of ADA.

**Consumer Price Index (CPI)** A measure of the cost of living compiled by the United States Bureau of Labor Statistics. Separate indices of inflation are calculated regularly for the United States, California, some regions within California, and selected cities. The CPI is one of several measures of economic change.

**Cost-of-Living Adjustment (COLA)** An increase in funding for government programs, including revenue limits or categorical programs. Current law ties the COLA for most education programs to the annual percentage change in the "Implicit Price Deflator" for State and Local Governments -- a government price index. (See Education Code Section 42238.1.)

**Credentialed Teacher** One holding a credential to teach issued by the State Commission on Teacher Credentialing. A credential is issued to those who have successfully completed all college training and courses required by the State, have graduated from an accredited college or university, have met any other state requirements, and have passed the California Basic Education (CBEST).

**Criteria and Standards** Local district budgets must meet state-adopted provisions of "criteria and standards." These provisions establish minimum fiscal standards that school districts, county offices of education and the State use to monitor district fiscal solvency and accountability. (See Education Code Sections 33127 et seq.)

**Declining Enrollment Adjustment** A formula that cushions the drop in income in a district with a shrinking student population. Under current law, districts can count the higher of either last or current year ADA.

**Deficit Factor** When an appropriation to the State School Fund for revenue limits -- or for any specific categorical program -- is insufficient to pay all claims for state aid, a deficit factor is applied to reduce the allocation of state aid to the amount appropriated.

**Economic Impact Aid (EIA)** State categorical aid for districts with concentrations of children who are bilingual, transient or from low income families.

**Encroachment** The expenditure of school districts' general purpose funds in support of a categorical program, i.e. the categorical expense "encroaches" into the district's general fund for support.

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Encroachment occurs in most districts and county offices that provide special education and transportation. Other encroachment is caused by deficit factors or local decisions to allocate general-purpose funds to special purpose programs.

**Encumbrances** Obligations in the form of purchase orders, contracts, salaries, and other commitments chargeable to an appropriations for which a part of the appropriation is reserved.

**Ending Balance** Generally a reference to a school district's net ending balance of their general fund. The ending balance is divided into restricted and unrestricted funds that a school district has remaining at the end of a fiscal year. A school district must have a "Reserve for Economic Uncertainties" within their ending balance which meet the criteria and standards minimums as established by the State Board of Education.

**Equalization Aid** The extra state aid provided in some years -- such as 1995-96 -- to a low revenue district to increase its base revenue limit toward the statewide average.

**ERAF** Education Revenue Augmentation Fund -- the fund used to collect the property taxes shifted from cities, the county and special districts within each county prior to their distribution to K-14 school agencies.

**Factfinding** The culmination of the Impasse Procedures, Article 9, of the State's collective bargaining law. A tripartite panel, with the chairperson appointed and paid for by PERB, considers several specifically enumerated facts and makes findings of fact and recommendations in terms of settlement to a negotiating agreement. Such recommendations are advisory only and may be adopted or rejected in whole or in part by the parties. (See Government code Section 3540 et. al.)

**Forest Reserve Funds** Twenty-five percent of funds received by a county from the United States Government from rentals of forest reserve lands are apportioned among the various districts in the county according to scholastic population.

**Full-Time Equivalent (FTE)** The ratio of time expended in a part-time position to that of a full-time position. The ratio is derived by dividing the amount of employed time required in the part-time position by the amount of employed time required in a corresponding full-time position.

**Gann Spending Limit** A ceiling, or limit, on each year's appropriations of tax dollars by the state, cities, counties, school districts, and special districts. Proposition 4, an initiative passed in November 1979, added appropriations limits in Article XIII B of the California Constitution. Using 1978-79 as a base year, subsequent years' limits have been adjusted for: (1) an inflation increase equal to the change in the Consumer Price Index or per capita personal income, whichever is smaller; and, (2) the change in population or, for school agencies, change in ADA. Proposition 111, adopted in June 1990, amended the Gann limit inflation factor to be based only on the change in per capita personal income.

**General Obligation Bonds** Bonds that are a "general obligation" of the government agency issuing them, i.e. their repayment is not tied to a selected revenue stream. Bond elections in a school district must be approved by a two-thirds vote of the electorate, but state bond measures require only a majority vote.

**Gifted and Talented Education (GATE)** Students in grades 1 through 12 who have shown potential abilities of high performance capability and needing differentiated or accelerated education. "Gifted child educational programs" are those special instructional programs, supportive services, unique educational materials, learning settings, and other services which differentiate, supplement, and support the regular educational program in meeting the needs of gifted students.

**Governmental Accounting Standards Board Statement No. 34 (GASB 34)** An accounting standard issued by the Governmental Accounting Standards Board, a non-profit agency. State and local agencies in the United States, including state, county, cities and school agencies, are required to report in this format effective for those periods beginning after June 15, 1999. A three-year phase-in period is utilized by the statement based on the school agency's revenues in all Governmental and Enterprise Funds in the Audited Financial Report as of June 30, 1999, to determine the year in which a school agency must comply. The Government-wide Financial Statements include financial information by Function. School agencies continue to account for the day-to-day accounting activities on the modified accrual basis of accounting.

**High Expenditure Districts** Districts whose revenue limit per child is greater than the state average for similar districts. Most high expenditure districts were formerly called "high wealth" because their assessed value per ADA was significantly above the statewide average.

**Implicit Price Deflator** See Cost-of-Living Adjustment.

**Indirect Expense and Overhead** Those elements of indirect cost necessary in the operation of the district or in the performance of a service that are of such nature that the amount applicable to each accounting unit cannot be separately identified. Examples of indirect costs include expenses for the Board of Education, superintendent and the business office.

**Individualized Education Program (IEP)** A written agreement between a school district and parents or guardians of a handicapped child specifying an educational program tailored to the needs of the child, in accordance with PL 94-142 regulations. The program is comprised of a placement team consisting of a certified district employee who is qualified to supervise special education, the child's teacher, one or both parents, the child, if appropriate, and other individuals at the discretion of the parent or school. The program must include a statement of the child's present levels of educational performance, a statement of annual goals and short term instructional objectives, a statement of the specific special education and related services to be provided to the child, the extent to which the child will participate in regular education programs, the projected dates for starting services, appropriate objective criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the short term instructional objectives are being achieved.

**Least Restrictive Environment** Federal law requires handicapped students be placed so that they can, to the extent appropriate to their individual needs and abilities, be educated with nonhandicapped students.

**Leveling Down** Lowering the revenue level of high revenue districts to promote revenue equity among school districts.

**Leveling Up** Raising up the revenue level of low revenue districts to promote revenue equity among school districts.

**Mandated Costs** School district expenses that occur because of federal or state laws, decisions of state or federal courts, federal or state administrative regulations. See California Constitution, Article XIII B, Section 6.

**Maintenance Assessment Districts** Local agencies, including school agencies, may charge property owners a fee for the benefit derived by the property as a result of local agency service improvements. (See Lighting and Landscape Act of 1972, Section 22500 of the Street and Highways Code.) School agencies can impose the "fee" by a vote of the local governing board only, but the agency must show a benefit to each fee payer.

**Maintenance Factor** See Proposition 98.

**Miscellaneous Funds** Local revenues received from royalties, bonuses, and other payments in lieu of taxes. Fifty percent of such revenues are used as an offset to state aid in the revenue limit formulas.

**Necessary Small School** An elementary school with less than 101 ADA or high school with less than 301 ADA that meets the standards of being "necessary." (See Education Code Sections 42280 et seq.)

**Parcel Tax** A special tax that is a flat amount per parcel and not ad valorem based (i.e. not according to the value of the property). Parcel taxes must be approved by a two-thirds vote of the electorate. (See Government Code Section 50079, et al.)

**PERB** Public Employment Relations Board. Five persons appointed by the Governor to regulate collective bargaining between site and school employers and employee organizations. (See Government Code Sections 3541, et al.)

**Permissive Override Tax** Prior to Proposition 13, any of a number of local tax levies that were for specific purposes and that required only the permission of a school board to be levied. Districts, due to the limitations in property taxes from Proposition 13, are no longer allowed to levy such taxes.

**PERS** Public Employees' Retirement System. State law requires that classified employees, their employer, and the state contribute to this retirement fund. The fund is the largest public pension fund in the world with over \$150 billion in investments.

**PL81-874** A federal program of "Impact Aid" which provides funds to districts which educate children whose families live or work on federal property, such as military bases. Also called "PL874."

**PL94-142** Federal law that mandates a "free and appropriate" education for all handicapped children.

**Prior Year's Taxes** Tax revenues that had been delinquent in a prior year and that are received in the current fiscal year. These revenues offset state aid in the current year in the revenue limit formula.

**Proposition 13** An initiative amendment passed in June 1978 adding Article XIII A to the California Constitution. Tax rates on secured property are restricted to no more than 1% of full cash value. Proposition 13 also defined assessed value and required a two-thirds vote to change existing or levy other non property or "special" taxes.

**Proposition 98** An initiative adopted in 1988 and then amended by Proposition 111 in 1990; Proposition 98 contains three major provisions: (1) a minimum level of state funding for K-14 school agencies (unless suspended by the Legislature); (2) a formula for allocating any state tax revenues in excess of the state's Gann Limit; and, (3) the requirement that a School Accountability Report Card be prepared for every school. The minimum funding base is set equal to the greater of the amount of state aid determined by two formulas, commonly called "Test 1" and "Test 2" -- unless an alternative formula, known as "Test 3," applies.

- "Test 1" originally provided that K-14 school agencies shall receive at least 40.319% of state general fund tax revenues in each year, the same percentage as was appropriated for K-14 school agencies in 1986-87. Due to the shift in property taxes from local governments to K-14 agencies, the "Test 1" percentage has been reset at 34.0%.
- "Test 2" provides that K-14 school agencies shall receive at least the same amount of combined state aid and local tax dollars as was received in the prior year, adjusted for the statewide growth in K-12 ADA and an inflation factor equal to the annual percentage change in per capita personal income.
- "Test 3" only applies in years in which the annual percentage change in per capita state general fund tax revenues plus 1/2% is lower than the "Test 2" inflation factor (i.e. change in per capita personal income), and in this case the "Test 2" inflation factor is reduced to the annual percentage change in per capita state general fund tax revenues plus 1/2%.

One of the provisions of Proposition 98/111 is that if the minimum funding level is reduced due either to "Test 3" or the suspension of the minimum funding level by the Legislature and Governor, a "maintenance factor" is calculated as the amount of the funding reduction. In subsequent years when state taxes grow quickly, this "maintenance factor" is added to the minimum funding level until the funding base is fully restored.

**Purchase Order** An encumbrance document that shows the vendor from whom a purchase is being made, what is being purchased by the school district, the amount of the purchase, the fund from which the purchase is being made (general, building or bond fund), an accounting code to which the purchase shall be applied, the signature or initial approval of the designed central office personnel responsible for approving the ordering of goods.

**Reduction-in-Force (RIF)** The process whereby employment is terminated because of a need to reduce the staff rather than because of any performance inadequacies of the employee.

**Reserves** Funds set aside in a school district budget to provide for estimated future expenditures or to offset future losses, for working capital, or for other purposes.

**Revenue Limit** The amount of revenue that a district can collect annually for general purposes from local property taxes and state aid. The revenue limit is composed of a base revenue limit -- a basic education amount per unit of ADA computed by formula each year from the previous year's base revenue limit -- and any of the number of revenue limit adjustments that are computed anew each year.

The total revenue limit of a school district is generally determined by multiplying the district's P-2 ADA times the base revenue limit, adding the applicable revenue limit adjustments and applying a deficit factor.

**Revolving Cash Fund** A stated amount of money used primarily for emergency or small or sundry disbursements and reimbursed periodically through properly documented expenditures, which are summarized and charged to proper accounting classifications.

**ROC/P** Regional Occupational Center or Program -- a vocational educational program for high school students and adults. A ROC/P may be operated by a single district, by a consortium of districts under a joint powers agreement (JPA), or by a county office of education for districts within the county.

**SB 90** Reference to Senate Bill 90/1972 that established the revenue limit system for funding school districts. The first revenue limit amount was determined by dividing the district's 1972-73 state and local income by that year's ADA. This per-ADA amount is the historical base for all subsequent revenue limit calculations.

**SB 813** Reference to Senate Bill 813/1983 that provided a series of education "reforms" in funding calculations. Longer day, longer year, mentor teachers, and beginning teacher salary adjustments are a few of the programs implemented by this 1983 legislation.

**SACS** Standardized Account Code Structure is new method for school agencies to account for their revenue and expenditures. Districts will use a 22-digit accounting record that will allow agencies to track costs by resource, program goal and function as well as by object code. Local agencies are moving incrementally to the new system and all districts will account by this method by 2002.

**Scope of Bargaining** The range of subjects that are negotiated between school districts and employee organizations during the collective bargaining process. Scope includes matters relating to wages, hours, and working conditions as defined in the government code. PERB and the courts are responsible for interpreting disputes about scope.

**Secured Roll** That portion of the assessed value that is stationary, i.e., land and buildings. See also Unsecured Roll. The secured roll averages about 90% of the taxable property in a district.

**Serrano Decision** In 1974, the California Superior Court in Los Angeles County ruled in the Serrano v. Priest case that school district revenues in California depended so heavily on local

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property taxes that students in districts with a low assessed value per pupil were denied an equal educational opportunity in violation of the "Equal Protection" clause of the California Constitution. This ruling established certain standards under which the school finance system would be constitutional and was upheld by the California Supreme Court in 1976. In 1983, the California Superior Court in Los Angeles County ruled that the system of school finance in effect at that time was in compliance with the earlier Court order. The case was subsequently appealed to the Appellate Court that upheld the Superior Court ruling. In March 1989, all of the plaintiffs in the case agreed to dismiss their appeals, thereby settling Serrano as a legal issue.

**Slippage** Savings in state school fund appropriations because of revenues raised when the assessed value of property grows at a faster rate than a district cost-of-living and enrollment growth. When property tax income is greater than the district's allowed growth, state aid to the district declines, creating a "slippage" in state expense.

**Squeeze Formula** The formula used from 1973-74 through 1981-82 for the calculation of the annual inflation increase in the base revenue limit that provided smaller-than-average increases to high revenue districts. This formula thus "squeezed" the revenues of high revenue districts as a means of promoting revenue equalization. Effective 1983-84, the squeeze formula was eliminated and all districts of the same type now receive the same dollar inflation increase.

**State Allocation Board (SAB)** The regulatory agency that controls most state-aided capital outlay and deferred maintenance projects and distributes funds for them.

**State School Fund** Each year the state appropriates money to this fund, which is then used to make state aid payments to school districts. Section A of the State School Fund is for K-12 education and Section B is for community college education.

**STRS** The State Teachers' Retirement System, funded by certificated employees, their employer and the state.

**Subventions** The term used to describe assistance or financial support, usually from higher governmental units to local governments or school agencies. State aid to school agencies is a state subvention.

**Sunset** The termination of a categorical program. A schedule is in current law for the Legislature to consider the "sunset" of most state categorical programs. If a program sunsets under this schedule, the funding for the program shall continue but the specific regulations shall no longer apply.

**Supplemental Roll** An additional property tax assessment required by local county auditors due to a revision in the AB 8 tax collections. The roll is for those properties for which occupancy permits are issued after the property tax lien date, built prior to the end of the fiscal year; i.e. between March 1 and June 30.

**Test 1/Test 2/Test 3** See Proposition 98.

**Title 1** Provides federal financial assistance to districts to meet the special education needs of educationally deprived children, i.e. children whose educational attainment is below the level appropriate for children of their age. Funding is to supplement services in reading, language arts and mathematics to identified students.

**Unduplicated Count** The number of pupils receiving special education or special services under the Master Plan for Special Education on the census dates of December 1 and April 1. Even though a pupil may receive multiple services, each pupil is counted only once in the unduplicated count.

**Unencumbered Balance** That portion of an appropriation or allotment not yet expended or obligated.

**Unsecured Roll** That portion of assessed property that is movable, such as boats, planes, etc.

**Waivers** Permission from the State Board of Education -- or, in some cases, from the Superintendent of Public Instruction -- to set aside the requirements of an Education Code provision upon the request of a school district. (See Education Code Section 33050.)

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/22/16

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

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

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

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

SECTION D: ACTION   X  

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

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

**Informal Bid Award and Approval of Agreement #16-36 for Bid #15-INF-01, Fremont Bldg. 900 Tackable Wall Project with MG Custom Interiors Inc. (Cline/Bhatia)**

Informal bids were solicited for Bid #15-INF-01, Fremont Bldg. 900 Tackable Wall Project, pursuant to Public Contract Code §22034, the informal bid procedure for projects under \$175,000.00. One bid was received and opened at 2:00 p.m., Wednesday, June 8, 2016.

It is requested that the Board of Trustees approve the award of this informal bid to the low bidder, MG Custom Interiors Inc., in the amount of \$37,570.00. The project will be funded through Deferred Maintenance Funds.

**FISCAL IMPACT:**

\$37,570.00 – Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Bid #15-INF-01, Fremont Bldg. 900 Tackable Wall Project, in the total amount of \$37,570.00 and enter into Agreement #16-36 with the low bidder, MG Custom Interiors Inc., pursuant to Public Contract Code §22034.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #16-36, MG Custom Interiors Inc. (2 Pages)  
Bid Summary (1 Page)

**DISTRICT GOAL(S):**

**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**



**SECTION 00310**

**AGREEMENT #16-36**

**THIS AGREEMENT** is made this 22nd day of June, 2016, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and MG Custom Interiors Inc., hereinafter called the "Contractor", with a principal place of business located at 5696 Stanford Street, Ventura, CA 93003.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

**Bid #15-INF-01**  
**Fremont Bldg. 900 Tackable Wall Project**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.** Final completion of the work shall be achieved within **TWENTY SIX (26) CONSECUTIVE CALENDAR DAYS** beginning **June 27, 2016** and ending **July 22, 2016**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Thirty Seven Thousand Five Hundred Seventy Dollars and No Cents (\$37,570.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as

adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

- |  |                                     |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders               | Drug Free Workplace Certification   |
| Bid Proposal                           | Fingerprinting Certificate          |
| Subcontractors List                    | DVBE Participation Goal             |
| Non-Collusion Affidavit                | Guarantee                           |
| Statement of Bidder's Qualifications   | Project Forms                       |
| Bid Security                           | General Conditions                  |
| Agreement                              | Special Conditions                  |
| Labor and Material Payment Bond        | Specifications                      |
| Performance Bond                       | Drawings                            |

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**MG CUSTOM INTERIORS INC.**

**OXNARD SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Lisa Cline, Deputy Superintendent, Business &  
Fiscal Services

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**END OF SECTION**



## **BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 6/22/16

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

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

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

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

**SECTION D: ACTION**   **X**  

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

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

### **Approval of Field Contract #FC-P16-05567 – Borchard Construction Inc. (Cline/Bhatia)**

Proposals were solicited for Field Contract #FC-P16-05567, Concrete Removal and Replacement at Sierra Linda School, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Wednesday, May 25, 2016. The scope of work involves the removal and replacement of a concrete walkway at Sierra Linda School.

It is requested that the Board of Trustees award Field Contract #FC-P16-05567 to Borchard Construction Inc., in the amount of \$21,620.00. The project will be funded through Deferred Maintenance Funds.

#### **FISCAL IMPACT:**

\$21,620.00 – Deferred Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P16-05567, for the Concrete Removal and Replacement at Sierra Linda School, to Borchard Construction Inc., in the amount of \$21,620.00.

#### **ADDITIONAL MATERIALS:**

Attached:      Field Contract #FC-P16-05567, Borchard Construction Inc. (4 Pages)

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00**

THIS CONTRACT is made as of 6/22/16, between **Borchard Construction Inc.** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twenty-One Thousand Six Hundred Twenty Dollars (\$21,620.00), payable in 1 progress payments subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*\*PER ATTACHED PROPOSAL DATED 5/25/16.**

C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to begin June 27, 2016 & be completed by the end of the day July 26, 2016.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5.** Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>      </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance Bond
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>P16-05567</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation	<u>  X  </u> Proposal dated <u>5/25/16</u>
<u>      </u> Supplemental Conditions	Insurance	<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Vince McGarry, Maintenance Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings,; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



Lic. #924284  
Borchard Construction, Inc  
1321 Lawrence Way  
Oxnard, CA 93035  
(805) 754-7893  
Fax (805) 984-0145  
e-mail [scottbborchard@gmail.com](mailto:scottbborchard@gmail.com)

May 25, 2016

Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030  
Att: Lisa Franz, Director of Purchasing

Re: Sierra Linda School  
2501 Jasmine Street  
Oxnard, CA 93030

**BID**

Bid based on plans received from Oxnard School District dated December 9, 2015.

**SCOPE OF WORK:**

Remove and replace concrete per plans as follows:

- 1.1 Sawcut, remove, haul away concrete in designated areas
- 1.2 Compact with 4" base, drill & epoxy slab dowels
- 1.3 Replace with new 4" concrete, 3500psi, medium broom finish, not to exceed 2% at path of travel
- 1.4 Clean up area, restack existing planter brick
- 1.5 All labor at prevailing wage rates

Exclusions: temp water & power.

Cost:	\$11,900.00
Epoxy inspection/certification for rebar	400.00
Plans from civil engineer	2,000.00
Supervision of project	4,500.00
Overhead 7.5%	1,410.00
Profit 7.5%	<u>1,410.00</u>
<b>Total cost of project</b>	<b>\$21,620.00</b>



**BOARD AGENDA ITEM**

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

Date of Meeting: 6/22/16

**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 \_\_\_\_\_

**Ratification of Supplemental WAL #001 to WAL #005 with ATC Group Services LLC for the Lemonwood School Reconstruction Project (Morales/Cline/CFW)**

The preparation of an addendum to the Preliminary Environmental Assessment (PEA) is required to complete the process at the Lemonwood site pursuant to the California Department of Toxic Substances Control (DTSC) requirements. On May 18, 2016, the Board ratified Work Authorization Letter (WAL) #005 with ATC Group Services LLC (ATC) in the amount of \$44,950.00 for this required work.

Fieldwork for this effort was completed in order to obtain additional soil samples. Additional lab analysis is required for the composite samples related to the PEA. In addition, the need for expedited lab results required expedited fees. In order to expedite this effort, authorization was provided to ATC Group Services LLC (ATC) to proceed.

This supplemental work authorization provides an additional budget of \$10,000.00 to allow for all required additional analysis and expedited lab results. Should actual analysis costs be lower than projected, ATC Group Services LLC will only be compensated for actual costs. At this time, Trustees are requested to ratify Supplemental WAL #001 to WAL #005 with ATC Group Services LLC:

Master Agreement: **#13-135**  
WAL: **Supplemental WAL #001 to WAL #005**  
Consultant: **ATC Group Services LLC (formerly Cardno ATC)**  
Date Issued: **June 3, 2016**  
Amount: **\$10,000.00**

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**FISCAL IMPACT:**

The attached Supplemental WAL #001 to WAL#005 is for a not to exceed amount of \$10,000.00 – Measure R

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**RECOMMENDATION:**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board

of Trustees ratify Supplemental WAL #001 to WAL#005 with ATC Group Services LLC in the amount not to exceed \$10,000.00 for the preparation of an addendum to the Preliminary Environmental Assessment (PEA) for the Lemonwood School Reconstruction Project per Master Agreement #13-135.

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**ADDITIONAL MATERIAL(S):**

- Supplemental WAL #001 to WAL #005, ATC Group Services LLC (formerly Cardno ATC) (1 Page)
  - WAL #005, ATC Group Services LLC (formerly Cardno ATC) (8 Pages)
  - Master Agreement #13-135, Cardno ATC (32 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**

**PROJECT #:** 3  
**SITE NAME:** Lemonwood Elementary School  
**MASTER AGREEMENT #:** 13-135  
**WAL #:** Supplemental #001 to WAL #005

**DATE:** 6/22/2016  
**DSA #** 03-116026  
**OPSC #**  
**VENDOR ID:**

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

**DISTRICT**

**OXNARD SCHOOL DISTRICT**  
1051 South A Street  
Oxnard, CA 93030  
(805) 385-1501

**CONSULTANT**

**Firm Name:** ATC Group Services LLC (formerly Cardno ATC)  
**Street:** 25 Cupania Circle  
**City, State, Zip:** Monterey Park, CA 91755  
**Phone:** 323-517-9780

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Additional lab analysis is required for the composite samples related to the Preliminary Environmental Assessment (PEA) for the Lemonwood School Reconstruction Project. In addition, the need for expedited lab results will require expedited fees. This supplemental work authorization provides an additional budget of \$10,000 to allow for all required additional analysis and expedited lab results. Should actual analysis costs be lower than projected, ATC will only be compensated for actual costs.  
*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

**START DATE:** 6/3/2016

**COMPLETION DATE:** N/A

**FIXED FEE AMOUNT:** \$10,000

*This fee amount is based upon Consultant's proposal dated N/A and subsequent negotiations mutually agreed to by all parties*

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

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

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

**DISTRICT**

**OXNARD SCHOOL DISTRICT**

(SIGNATURE)

**CONSULTANT**

**CONSULTANT**

6/3/16

(DATE)

(SIGNATURE)

(DATE)

**FOR DISTRICT USE ONLY**

**PROJECT MANAGER:** Patricia Raphael Garcia (CFW)

**PREPARED BY:** Patricia Raphael Garcia (CFW)

**P.O. #**

**P.O. AMOUNT:**

**SOURCE OF FUNDS:**  MEASURE "R"  DEF. MAINT.  DEV. FEES  OTHER \_\_\_\_\_

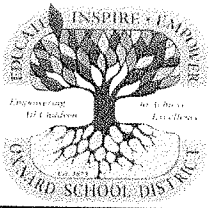
**COST ID:** 6171 - Environmental Studies

6/6/16

(PM APPROVAL SIGNATURE)

(DATE)

**SPECIAL INSTRUCTIONS:**



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b> 3	<b>DATE:</b> 5/18/2016
<b>SITE NAME:</b> Lemonwood Elementary School	<b>DSA #</b> 03-116026
<b>MASTER AGREEMENT #:</b> 13-135	<b>OPSC #</b>
<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> ATC Group Services LLC (formerly Cardno ATC)	<b>Street:</b> 25 Cupania Circle <b>City, State, Zip:</b> Monterey Park, CA 91755 <b>Phone:</b> 323-517-9780

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Preparation of an addendum to the Preliminary Environmental Assessment (PEA) for the Lemonwood School Reconstruction Project as outlined in the attached proposal from ATC dated April 11, 2016. The scope of work will address all necessary steps associated with the preparation and ultimate approval of the PEA addendum by the Department of Toxic Substances Control (DTSC) for the entire remainder of the Lemonwood site. ATC agrees to abide by the attached schedule of activities and accelerate the timeline where feasible.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> 4/18/2016	<b>COMPLETION DATE:</b> See attached schedule of activities
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**FIXED FEE AMOUNT:** \$44,950

This fee amount is based upon Consultant's proposal dated 4/11/2016 and subsequent negotiations mutually agreed to by all parties

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

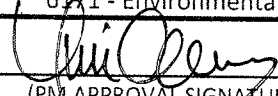
This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether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

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

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b>  (SIGNATURE)	<b>CONSULTANT</b>  (SIGNATURE)
5-20-16 (DATE)	4/24/16 (DATE)

**FOR DISTRICT USE ONLY**

PROJECT MANAGER: Patricia Raphael Garcia (CFW)      PREPARED BY: Patricia Raphael Garcia (CFW)  
 P.O. #      P.O. AMOUNT:  
 SOURCE OF FUNDS:  MEASURE "R"       DEF. MAINT.       DEV. FEES       OTHER \_\_\_\_\_  
 COST ID: 6171 - Environmental Studies

  
 (PM APPROVAL SIGNATURE)      5-2-16  
 (DATE)

SPECIAL INSTRUCTIONS:

## Schedule of Activities

4/26/2016	ATC submits draft scope of work to DTSC
5/6/2016	ATC to prepare draft work plan to CFW
5/10/2016	CFW reviews work plan
5/10/2016	ATC submits work plan to DTSC
5/24/2016	DTSC approves work plan
6/7/2016	ATC completes field work
6/28/2016	ATC receives lab data/prepares PEA report
6/30/2016	CFW reviews PEA report
7/1/2016	ATC submits PEA report to DTSC
7/15/2016	DTSC reviews PEA report and issues letter of adequacy
8/24/2016	District completes public comment process
8/25/2016	District submits public comments to DTSC
9/8/2016	DTSC issues "no further action"

Note: The timeline is heavily dependent on actions undertaken by DTSC; ATC will endeavor to meet or exceed all scheduled milestones, but can not be held liable for actions or activities outside of ATC's direct control.



25 Cupania Circle  
Monterey Park, CA 91755  
Telephone 323-517-9780  
Fax 323-517-9781  
www.atcgroupservices.com

April 11, 2016

Patricia Raphael Garcia  
Oxnard School District  
c/o Caldwell Flores Winter, Inc.  
1901 S. Victoria Avenue, Suite 106  
Oxnard, California, 93035

Sent via email: praphael@cfwinc.com

**RE: Proposal for Preliminary Endangerment Assessment – Phase 2 Construction**  
Lemonwood Elementary School  
2200 Carnegie Court  
Oxnard, California 93035  
ATC Proposal Number 10116-2016-04-0121

Dear Ms. Garcia:

ATC Group Services LLC (ATC) is pleased to submit this Proposal to the Oxnard School District (OSD) for the Lemonwood Elementary Spchool (Lemonwood) site located at 2200 Carnegie Court in Oxnard, California. It is ATC's understanding that OSD intends to expand the "Phase 1" construction to include a new building whose footprint will be in the approximate vicinity of temporary buildings 913, 914, and 915. Because the proposed building will be constructed in an area in which soil conditions have not been assessed, the Department of Toxic Substances Control (DTSC) will require the preparation of an addendum to the Preliminary Endangerment Assessment (PEA) report, dated February 4, 2016, prior to the initiation of the proposed construction activities. It is ATC's understanding that the OSD prefers to perform all remaining site assessment activities required for both the expanded "Phase 1" construction, and all subsequent site construction activities in a single mobilization.

The scope of work included within this proposal is intended to address all necessary steps associated with the preparation of, and the ultimate adoption of, the second PEA by the DTSC. Specifically, the scope of work will include attending a scoping meeting with the DTSC, preparing a Phase II Environmental Site Assessment (ESA) work plan for DTSC review, performing the proposed scope of work, preparation of a PEA report, and participating in a public notification process prior to the DTSC adopting the PEA.

## **PROPOSED SCOPE OF WORK**

### **Scoping Meeting**

Prior to the preparation of a work plan, ATC will meet DTSC representatives at the site to discuss the construction activities being proposed for portions of the site not assessed in ATC's *Preliminary Environmental Assessment Report*, dated February 4, 2016. During the scoping meeting, ATC and the DTSC will come to an agreement





regarding the appropriate number of sampling points, sample depth intervals, and chemical analyses to be performed. ATC intends to make the case that neither soil vapor nor ground sampling activities are warranted, given the results of soil vapor and groundwater sampling activities previously performed at the site.

### **Work Plan Preparation**

ATC will prepare a work plan that will address the likely constituents-of-concern (expected to be petroleum hydrocarbons and organochlorine pesticides [OCPs]). It will include sampling strategy, proposed boring locations, and quality assurance/control procedures.

Given ATC's current understanding of site usage, ATC expects the scope of work agreed upon during the scoping meeting to consist of collecting a total of 30 soil borings, with samples collected at depths of 0.5, 2.0, and 5.0 feet below ground surface (bgs). Soil samples collected at all locations and depth intervals will be analyzed for total petroleum hydrocarbons (TPH) and OCPs. Additionally, ATC expects soil samples collected at a depth of 0.5 feet bgs from eight of the soil borings to be analyzed for CAM17 metals.

### **ESA Field Work**

Following acceptance of the work plan by the DTSC, ATC will execute the proposed scope of work. As stated above, ATC expects the scope of work to consist of collecting soil samples at 30 locations at depths of up to five feet bgs, with a total of 90 soil samples being analyzed for TPH (EPA Method 8015) and OCPs (EPA Method 8081). Additionally, eight samples would be analyzed for CAM 17 metals (EPA Method 6010B).

### **PEA Report Preparation**

A PEA Report documenting the procedures and findings of this investigation will be prepared and submitted to the DTSC. The report will expand upon the conclusions and recommendations made in ATC's *Revised Preliminary Environmental Assessment Report*, dated February 4, 2016. The report will contain the following:

- Title sheet, signature page, disclaimer, table of contents, executive summary, and introduction format and content will attempt to be consistent with DTSC guidance;
- Project Description - This section includes an overview of the proposed construction project, a statement of the objectives of the investigation, a short chronology of site activities, a summary of previous site work (if any), and items of work completed for the investigation. Identification of the recognized environmental concerns being addressed and the related source of information;
- A description of the sampling approach;
- The sampling locations, depths, designation, and rationale;
- A description of the sample collection methods:
  - Sampling methods: Identify the standard operation method and step-by-step procedures of how each sample was collected, including equipment field quality controls;
  - Sample containers and preservation: Identify the types of containers and preservatives used for the different analyses and provide the pre-cleaning method used for the containers.
  - Sample packaging and shipment: Describe the methods for packaging, labeling, marking and shipping the samples;
  - Sample documentation: Describe the label and provide an example. Describe the unique number system used to positively identify each sample without distinguishing the QA/QC samples from other samples. Discuss the field documentation used and include field logs, photographs, and QC checklist or logs, and chain-of-custody forms in an appendix;
- A description of the sample preparation methods used to homogenize, split, and composite samples;
- A description of the QA/QC samples collected;
- A list of the analyses performed on each sample or group of samples, associated quantitation limits and holding times;
- A description of the field activities conducted in sufficient detail to demonstrate compliance with applicable requirements and to permit reconstruction by another environmental assessor:
  - Decontamination: Describing equipment decontamination procedures;



- Field conditions: Report will include a qualitative summary of soil conditions with appropriate description of lithologic changes or evidence of fill material within a designated area;
- Health and Safety: Report will describe health and safety procedures followed in the field, including safety equipment, personal protective equipment, level of protection, health and safety meetings, hazards encountered, and any instrument readings recorded;
- Waste management: Describe the management and disposition of wastes generated during the investigation, including soil cuttings, personal protective equipment, decontamination water, etc.
- Discussion of the analytical results;
- An evaluation of the overall QA/QC used to ensure that sampling, field and laboratory chain-of custody, laboratory analyses, field and laboratory data measurements, and reporting activities provide data quality consistent with the intended use. As part of the project QA/QC evaluation, data validation will be performed for all submitted samples. Data quality will be defined by data quality indicators (accuracy, precision, method reporting limits, completeness, representativeness, and comparability). A summary of data validation will be included;
- Interpret the data and compare to the DTSC screening values;
- Conclusions and recommendations based on comparison of sampling results to the provided health screening criteria;
- Include references to identify published referenced sources relied upon during the evaluation. Each referenced source shall be adequately annotated to facilitate retrieval by another party;
- Appendices will include field logs, analytical laboratory data reports, chain-of-custody documentation;
- Figures:
  - Site Vicinity Map – This map will include a north arrow, be to scale, and show the general location of the site relative to its surrounding area, including major highways, surface water bodies, land use, sensitive populations, and critical habitats;
  - Site Plan – This scaled plan will include a north arrow, and will be of sufficient detail to show significant site features, including site boundaries, structures, and areas of known or suspected environmental conditions;
  - Sampling Locations with Analytical Results – This figure should show the samples collected and the associated positive analytical results overlaid onto the Site Plan. The figure will show the sampling locations relative to the areas of recognized environmental conditions. The map will show sampling locations, analytes, detected concentrations, quantitation limit for non-detect concentrations, and concentration units.
- Tables: A summary of analytical results, including analytical method, sampling locations, depths, matrix, detected concentrations, quantitation limit for non-detect concentrations, units, and comparison to screening values.

The report will be reviewed and signed by State of California Professional Geologist.

Following submittal of the PEA, and upon receipt of a Letter of Adequacy from the DTSC, ATC will attend and participate in the required public hearing regarding the PEA, prior to the PEA's final adoption by the DTSC.

**Please note that the actual PEA requirements are at the discretion of the DTSC, and significant modification to the scope of work may be required by the DTSC. Any additional out-of-scope items, including, but not limited to meetings, project management, field work, sampling, and reporting required by the DTSC will be charged on a time and materials basis, pending client approval.**





## **FEE ESTIMATE**

ATC proposes to complete the proposed scope of work on a mixed Unit Cost and Time and Materials basis for the estimated amount of **\$44,950.00**. A breakdown of costs is provided on the spreadsheet below.

ATC will not exceed the cost estimates for the scope of work without written authorization from the Client. Should the Client require additional work, such as consultation beyond the number of hours estimated to complete this project, extensive report revisions, additional copies of the reports, consultation with attorneys, etc., the same unit rates listed on ATC's standard fee schedule will be applicable.

The results, findings, conclusions and recommendations, which will be provided in the final report, will be based solely on the conditions which are observed by ATC. No warranties or representations, expressed or implied, will be made as to the condition of the site beyond that observed by ATC during its site activities.

## **PROJECT DELIVERABLES AND SCHEDULE**

The timeline for implementation of work will be primarily dictated by the DTSC. Within one week of acceptance of this proposal by OSD, ATC will setup an on-site scoping meeting with DTSC representatives. Within two weeks following the on-site scoping meeting, ATC will submit a draft copy of the proposed work plan to OSD for review. Upon receipt of work plan approval from the DTSC, ATC will schedule the field work to commence within two weeks; a draft copy of the PEA report will be made available to OSD approximately three weeks after all laboratory analytical data are received. ATC expects the field work to take one worker four days to complete (based on the expected scope of work outlined above). Upon submittal and review of the PEA by the DTSC, and the receipt of a "Letter of Adequacy", the OSD will need to implement a public comment period to last no less than 30 days prior to the DTSC granting final concurrence with the PEA report.

The estimated project schedule is designed to meet Client deadlines; however, it does not include allowances for delays due to inclement weather, site access problems or other factors beyond the control of ATC.

## **AUTHORIZATION**

ATC appreciates the opportunity to present this proposal and looks forward to working with Caldwell Flores Winters, Inc. and OSD on this project. If this proposal is acceptable to you and you would like ATC to schedule this project, please forward a Work Authorization Letter under the existing Agreement. If you have any questions regarding this proposal, please contact our office at (323) 517-9780.

Sincerely,  
**ATC Group Services**

A blue ink handwritten signature, appearing to read 'Benjamin Chevlen', written over a horizontal blue line.

Benjamin Chevlen, PG  
Program Manager  
Direct Line (805) 496-1217  
Email: ben.chevlen@atcassociates.com

Attachments:

List of Assumptions  
Estimated Cost Breakdown



### LIST OF ASSUMPTIONS

1. DTSC oversight fees will be charged to the District and are not included in this proposal.
2. Please note that the actual PEA requirements are at the discretion of the DTSC, and significant modification to the scope of work, including additional sampling and reporting could be required by the DTSC. Any additional scope items, including but not limited to meetings, project management, field work, sampling, and reporting required by the DTSC will be charged on a time and materials basis, pending client approval.
3. Public outreach activities, beyond participation in the public meeting, are not included in this proposal. ATC can provide additional services on a time and materials basis in accordance with our current fee schedule.
4. This proposal contains the anticipated scope of work to complete the PEA. The proposal shall be modified based on DTSC requirements. Actual PEA cost may be higher than estimated in this proposal.
5. The Client will provide unencumbered access to the site and all of the requested locations to permit ATC and its subcontractors to complete the items outlined in this proposal, at the scheduled days and times.
6. There are no material changes in site conditions from those described.
7. Fieldwork will take place on weekdays, with the exception of holidays falling on weekdays. Work shall take place between the hours of 7:00 a.m. and 7:00 p.m. at the site.
8. The fieldwork will be performed in Level D personal protection.
9. The site is accessible to and the investigative work can be performed as proposed. If weather, access, or site conditions restrict field operations, other arrangements and modifications to our fee may be necessary.
10. ATC or its subcontractors will not be responsible for damage to any underground utilities. It is the responsibility of the owner to mark all surface traces of below grade utilities and structures and provide scaled maps that include existing surface features and traces of underground utilities and structures. If requested, ATC can provide a utility locating company for an additional fee of \$1,000.00.
11. The scope of services is restricted to that which is outlined in this proposal.
12. Client to supply water, power and sanitary services.
13. Additional costs associated with unforeseen site conditions; or additional requirements, including additional soil sampling and analysis that may be required by the DTSC, and DTSC negotiations; are not included in the cost estimates above.
14. Soil cuttings will be drummed and placed onsite, pending analytical results. Drum disposal is estimated at \$120.00 per drum, on a time and materials basis.
15. Subcontracted drilling charges will be billed at their actual cost, plus a 10% mark-up.



## Estimated Cost Breakdown

Scoping Meeting, Work Plan Preparation, HASP Update, and Project Preparation					
Principal	\$115.00	Hr.		10	\$1,150.00
Senior Project Manager	\$85.00	Hr.		25	\$2,125.00
CADD	\$45.00	Hr.		2	\$90.00
				<b>subtotal</b>	<b>\$3,365.00</b>
Field Investigation					
Senior Project Manager	\$85.00	Hr.		6	\$510.00
Project Geologist	\$75.00	Hr.		52	\$3,900.00
Utility Truck / Field Supplies	\$150.00	Day		5	\$750.00
Driller - daily rate	\$3,000.00	Cost+		4	\$12,000.00
				<b>subtotal</b>	<b>\$17,160.00</b>
Fixed Laboratory Analysis					
EPA 6010 - CAM17 Metals	\$100.00	Each		8	\$800.00
EPA 8015 - TPH	\$95.00	Each		90	\$8,550.00
EPA 8081 - OCPs	\$100.00	Each		90	\$9,000.00
				<b>subtotal</b>	<b>\$18,350.00</b>
PEA Addendum Reporting					
PEA Addendum Preparation*	\$4,500.00	Each		1	\$4,500.00
				<b>subtotal</b>	<b>\$4,500.00</b>
PEA Support and Public Hearing Participation					
Principal	\$115.00	Hr.		10	\$1,150.00
Senior Project Manager	\$85.00	Hr.		5	\$425.00
				<b>subtotal</b>	<b>\$1,575.00</b>
<b>GRAND TOTAL</b>					<b>\$44,950.00</b>

\* Lump sum amount to include report preparation and review (i.e. report writing, senior review, CADD time, clerical support, etc.) as described above.

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Cardno ATC** (“Consultant”) with a business address at 25 Cupania Circle, Monterey Park, CA 91755. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

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

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

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

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

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

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

**9. Responsibilities of Consultant:**

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

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

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

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

**10. Responsibilities of District.**



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

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



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

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

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

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

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

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

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

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


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

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

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

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.


29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

To Consultant: Cardno ATC  
25 Cupania Circle  
Monterey Park, CA 91755  
ATTN: Carlos A. Galdamez  
T: (323) 517-9780  
Email: carlos.galdamez@cardno.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

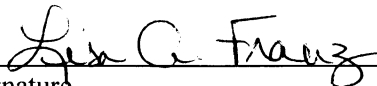
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination 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:**

**CARDNO ATC:**

  
Signature

  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

Stephen Drengson/Program Manager  
Typed Name/Title

11-20-13  
Date

10/30/13  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 46-0399408

Not Project Related

Project #13-135

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**


**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

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		<b>WORK AUTHORIZATION LETTER (WAL)</b>	
<b>GENERAL INFORMATION</b>			
PROJECT #:		DATE:	
SITE NAME:		DSA #:	
MASTER AGREEMENT #:		OPSC #:	
WAL #:		VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>			
<b>DISTRICT</b>		<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
(ATTACH ADD'L PAGES AS NECESSARY)			
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
START DATE:		COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<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>			
<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>			
<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)	
<b>SPECIAL INSTRUCTIONS:</b>			



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**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**COMPENSATION & RATE/FEE SCHEDULE**

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

**STANDARD PERSONNEL RATES**

<b>Category</b>	<b>Base Hourly Rates</b>
Principal	\$115.00
Certified Safety Professional (CSP)	\$115.00
Certified Industrial Hygienist (CIH)	\$125.00
Geologist (CA Registered)	\$95.00
Engineer (CA Registered)	\$95.00
Program Manager	\$95.00
Senior Project Manager	\$85.00
Senior Engineer	\$85.00
Senior Geologist	\$85.00
Senior Industrial Hygienist	\$90.00
Project Industrial Hygienist	\$75.00
Project Engineer	\$75.00
Project Geologist	\$75.00
Project Scientist	\$75.00
Certified Asbestos Consultant (CA DOSH)	\$75.00
Project Manager	\$75.00
Trainer	\$75.00
Staff Industrial Hygienist	\$65.00
Staff Engineer	\$65.00
Staff Geologist	\$65.00
Certified Lead Project Designer (CA Registered)	\$55.00
Certified Lead Inspector/Assessor (CA Registered)	\$55.00
Certified Lead Project Monitor (CA Registered)	\$55.00
Certified Site Surveillance Technician (CA DOSH)	\$55.00
Technician III	\$65.00
Technician II	\$55.00
Technician I	\$45.00
Draftsperson / CADD	\$45.00
Clerical Staff	\$35.00

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**ASBESTOS**

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	\$20.00	Immediate	\$20.00	Immediate	\$140.00
8 hours	\$15.00	8 hours	\$15.00	8 hours	\$125.00
24 hours	\$12.00	24 hours	\$12.00	24 hours	\$100.00
48 hours	\$9.00	48 hours	\$9.00	48 hours	\$75.00
3-5 days	\$9.00	3-5 days	\$9.00	3-5 days	\$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvac by TEM Chatfield Method Semi- Quantitative		Wipes/Microvac by TEM ASTM D- 5755 Quantitative	
Immediate	N/A	Immediate	\$200.00	Immediate	N/A
8 hours	N/A	8 hours	\$175.00	8 hours	N/A
24 hours	N/A	24 hours	\$175.00	24 hours	N/A
48 hours	N/A	48 hours	\$125.00	48 hours	N/A
3-5 days	\$100.00	3-5 days	\$125.00	5 days	\$200

**LEAD**

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	\$32.00	Immediate	\$40.00	24 hours	N/A	24-hours	\$125.00
8 hours	\$28.00	8 hours	\$35.00	2 days	\$100.00	2 days	\$100.00
24 hours	\$17.00	24 hours	\$30.00	3-5 days	\$84.00	3-5 days	\$84.00
48 hours	\$14.00	48 hours	\$25.00				
3-5 Days	\$10.00	3-5 Days	\$20.00				

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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,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**INSURANCE**

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination**

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

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A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

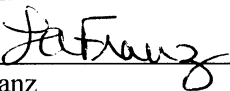
**CONFLICT OF INTEREST CHECK**

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 #13-135**

**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: SEE LIST BELOW - ALL CLEARED

Title: \_\_\_\_\_

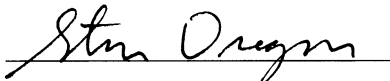
AND/OR

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: 10/30/13

Proper Name of Contractor: ATC GROUP SERVICES INC dba CARONO ATC

Signature: 

By: STEPHEN DRENSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENSON SR PM  
CARLOS GALDAMEZ SA PM  
BARRY HIETT SA PM  
ROBERT de la TORRE TECH  
DAMON CARRIER TECH  
RICHARD GARCIA TECH

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**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing**

**The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

**1. Pre-Construction Services:**

**a. Asbestos-Related Consulting Services**

- i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.
- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.
- v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.
- vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.
- vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

**b. Lead Based Paint (LBP) and other Lead-Related Consulting Services**

- i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

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- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
- v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

**c. Hazardous Materials Consulting Services**

- i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
- ii. The following items require sampling:
  - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
  - Mercury thermostats and light switches and fluorescent light tubes
  - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
  - Hydrocarbon-containing equipment (door closers)
  - Lead (lead-acid batteries)
  - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

**d. Evaluation of Soil Conditions**

- i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
- ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) and Department of Toxic Substances Control (DTSC) regulations.
- iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

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lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

- iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

## 2. Construction Phase:

- a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
  - i. Attend all necessary construction meetings during the course of abatement work
  - ii. Review abatement contractor submittals
  - iii. Provide on-site inspections with daily reports and photos of abatement work. Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
  - iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
  - v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
  - vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
  - vii. Complete written reports on all activities performed.
  - viii. Consultation on remedial action and contractor selection.
  - ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
  - x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
  - xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
  - xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

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xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

### 3. Close-out Phase:

- a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
- b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

### 4. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. Assessment Reports, Abatement Plan, & Final Close-Out Report
  - i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
  - ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, and HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Bid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
  - iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
  - iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

### 5. Time

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &

Not Project Related

Project #13-135

observation reports shall be provided on a weekly basis while work is underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

#### **6. Accuracy Standards**

Precision of all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional hazardous materials consultants licensed to practice in the State of California.

Not Project Related

Project #13-135

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Cardno ATC ("ATC")

---

ATC 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 ATC, 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.

---

Cardno ATC

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 #13-135

## 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@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/31/2013

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 Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 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> ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue De Jean Suite 200 Lafayette LA 70508 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Insurance Co of the State of PA		19429
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: New Hampshire Ins Co		23841
	INSURER D: Chartis Specialty Insurance Company		26883
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570051838093**      **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	
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability is included <input checked="" type="checkbox"/> General Agg. apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			CA 3582949 Auto (AOS)	09/30/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
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 2714604 Auto (MA)	09/30/2013	09/30/2014	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PROU11781566	09/30/2013	09/30/2014	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	<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	N/A	WC039901297 WC _ AOS SIR applies per policy terms & conditions	09/30/2013	09/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	<b>Contractor Prof</b>			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Meeting of the Board of Trustees of the Oxnard School District on November 13, 2013.

<b>CERTIFICATE HOLDER</b>  Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville CA 94608 USA	<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  
--	--

Holder Identifier: 570051838093      Certificate No : 570051838093

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CFW



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services, Inc.	
POLICY NUMBER See Certificate Number: 570051838093			
CARRIER See Certificate Number: 570051838093	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC039901296 WC - (NJ,PA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901295 WC - (IL,KY,NC,NH,UT,VT) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901294 WC - (AK,AZ,GA,VA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC025842892 WC - FL SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC012055045 WC - (MA,ND,OH,WA,WI,WY) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
A		N/A		WC025842891 WC - CA SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
	OTHER							
D	Contractor Poll			PROP11781522 Pollution Coverage	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$1,000,000
							Deductible	\$25,000
							SIR/Deduct	\$25,000

**BOARD AGENDA ITEM**

Name of Contributor(s): Dr. Morales/Lisa Cline

Date of Meeting: 6/22/16

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 \_\_\_\_\_

**Ratification of Supplemental Work Authorization Letter #2-S (“WAL # 2-S”) for Agreement #13-123 for Koury Engineering & Testing, Inc. (Morales/Cline)**

At the November 13, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-123 with Koury Engineering & Testing, Inc. to provide Geotechnical Testing, Observation and Inspection for the Measure R Program.

Work Authorization Letter No. 2 (“WAL #2”) specific to Harrington Elementary School Reconstruction Project was approved by the Board during its Regular Meeting of August 20, 2014. The WAL authorized Koury Engineering to perform Geotechnical Testing, Observation and Inspection for the Project and for the Harrington Interim Pre-School Facility.

Because the Project extended beyond the originally contemplated schedule, the testing services originally contemplated at the commencement of the Project were underestimated. Additionally, Koury Engineering represented that their proposal was developed without the benefit of a complete construction schedule from the Contractor.

Within the course of the Project, Koury Engineering incurred costs exceeding the amount of the original Work Authorization Letter. In good faith Koury Engineering continued to provide Geotechnical Testing, Observation and Inspection Services.

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**FISCAL IMPACT:**

Supplemental Work Authorization Letter #2-S to Agreement #13-123 includes the additional services required for continuous Geotechnical Testing and Observation and Inspection for the Harrington E.S. Reconstruction Project.

Add Service amount of: **Seventy-Nine Thousand Three Hundred Twenty-Eight Dollars and Fifty Cents (\$79,328.50)**

Supplemental Work authorization Letter #2-S to Agreement #13-123 will be funded from the Harrington Reconstruction budget. The Harrington Project is being reconstructed utilizing a combination of Measure “R” Funds, Developer Fees and School Facilities Program (“SFP”) grant reimbursements.

**RECOMMENDATION:**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees ratify Supplemental Work Authorization Letter #2-S to Agreement #13-123 with Koury Engineering & Testing, Inc. for additional Geotechnical Testing, Observation and Inspection services completed for the Harrington Reconstruction Project.

**ADDITIONAL MATERIAL(S):**

- Supplemental Work Authorization Letter #2-S (1 Page)
- Master Agreement #13-123, Koury Engineering and Testing (42 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***



**SUPPLEMENTAL WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b> 4	<b>DATE:</b> 24-May-16
<b>SITE NAME:</b> Harrington E.S. Reconstruction	<b>DSA #</b> 03-115469
<b>MASTER AGREEMENT #:</b> 13-123	<b>OPSC #</b>
<b>WAL #:</b> 2-S	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

**DISTRICT**

**OXNARD SCHOOL DISTRICT**  
1051 South A Street  
Oxnard, CA 93030  
(805) 385-1501

**CONSULTANT**

<b>Firm Name:</b>	Koury Engineering & Testing, Inc.
<b>Street:</b>	14280 Euclid Avenue
<b>City, State, Zip:</b>	Chino, CA 91710
<b>Phone:</b>	(909) 606-6111

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Geotechnical Inspection and Monitoring Services at Project 4, Harrington E.S. located at 2501 Gisler Ave., Oxnard, CA 93033. Refer to Attachment "A" (within the Master Agreement) for additional Scope of Work Information. This WAL is contemplated to compensate Koury for services performed and required to complete the Harrington School Project.

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> October 3, 2014	<b>COMPLETION DATE:</b> April 6, 2016
------------------------------------	---------------------------------------

**FIXED FEE AMOUNT:** Seventy Nine Thousand Three Hundred Twenty Eight Dollars and Fifty Cents (\$79,328.50)

*This fee amount is based upon Consultant's proposal dated 6/9/2014 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.*

*This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.*

**IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:**

**DISTRICT**

**OXNARD SCHOOL DISTRICT**

**CONSULTANT**

**CONSULTANT**

(SIGNATURE)

(DATE)

(SIGNATURE)

(DATE)

**FOR DISTRICT USE ONLY**

**PROJECT MANAGER:**

**PREPARED BY:** G. Grant

**P.O. #**

**P.O. AMOUNT:**

**SOURCE OF FUNDS:**  MEASURE "R"  DEF. MAINT.  DEV. FEES  OTHER \_\_\_\_\_

**COST ID:** 6280 Construction Testing

(PM APPROVAL SIGNATURE)

(DATE)

**SPECIAL INSTRUCTIONS:**

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, &  
SPECIAL INSPECTION)**

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 **Koury Engineering & Testing, Inc.** (“Consultant”) with a business address at 14280 Euclid Ave., Chino, CA 91710. 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

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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.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any


elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D “Conflict of Interest Check” attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
 1051 South A Street  
 Oxnard, California, 93030  
 Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
 Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

To Consultant: Koury Engineering & Testing, Inc.  
14280 Euclid Avenue  
Chino, CA 91710  
Attention: Richard Koury  
T: (909) 606-6111  
Email: richardk@kouryengineering.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:

KOURY ENGINEERING & TESTING:

Lisa A. Franz  
Signature

[Signature]  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

Tommy Wright, VP, Sales & Mktg  
Typed Name/Title

11-20-13  
Date

10/30/13  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4794329

Not Project Related

Project #13-123

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-123**


**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 #13-123

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	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 #13-123

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-123**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

**CONSTRUCTION MATERIAL MONITORING**

Inspector .....	\$	85.00	Per Hour
<i>(Concrete, Masonry, Structural Steel and Welding, Fireproofing, etc)</i>			
Inspector – Glu-Lam Beams/Trusses at Fabrication Shop.....	\$	95.00	Per Hour
Inspector - Tagging and Sampling.....	\$	95.00	Per Hour
Inspector – Med gas .....	\$	95.00	Per Hour

**NON-DESTRUCTIVE TESTING AND OTHER SERVICES**

Non-Destructive Testing: UT, PT, MT .....	\$	95.00	Per Hour
Non-Destructive Testing: Couplant .....	\$	60.00	Per gallon
Radiography Technician .....	\$	95.00	Per Hour
Radiography Truck .....	\$	125.00	Per Shift
Radiography Film .....	\$	0.15	Per Sq/In
Lab Technician - Torque or Schmidt Hammer Test.....	\$	110.00	Per Hour
<i>(Torque, Pull, Pachometer, Schmidt Hammer, Coring, Floor Flatness)</i>			
Asst. Lab Technician .....	\$	85.00	Per Hour
Asphalt Coring (1 man & includes equipment).....	\$	110.00	Per Hour
Asphalt Coring (2 man & includes equipment).....	\$	135.00	Per Hour

**GEOTECHNICAL MONITORING**

Soils Technician - Construction Observation and Testing .....	\$	85.00	Per Hour
<i>(Soils, Asphalt, Piles)</i>			
LA Deputy Inspector - Grading .....	\$	95.00	Per Hour
Nuclear Gauge Equipment .....	\$	35.00	Per Day
Travel Time/Mileage (portal to portal).....	\$	0.55	Per Mile

**FIELD EQUIPMENT CHARGE AND CONSUMABLES**

Equipment - Torque Wrench .....	\$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator.....	\$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator .....	\$	65.00	Per Day
Equipment - Multiplier .....	\$	15.00	Per Day
Equipment – Schmidt Hammer .....	\$	40.00	Per Day
Equipment – Dry Film Thickness Gauge.....	\$	40.00	Per Day
Equipment – Non-Shrink Grout Mold 2" Cube .....	\$	25.00	Per Day
Equipment – Slab Moisture Test Kit (Per Kit) .....	\$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit).....	\$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod.....	\$	20.00	Per Day
Equipment – Air-Entrainment .....	\$	20.00	Per Day
Equipment – Windsor Probe .....	\$	15.00	Per Day
Equipment – Floor Flatness Meter .....	\$	200.00	Per Day
Equipment – Truck Charge .....	\$	55.00	Per Day
Equipment – Epoch .....	\$		Per Day
Equipment – Coring .....	\$		Per Day
Isotope Depletion 314 .....	\$	18.00	Each
Hazardous Waste Disposal .....	\$	15.00	Each

**LABORATORY TESTING SERVICES**

Pick Up Sample Trip Charge (2 hour minimum).....	\$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge.....	\$	100.00	Per Hour

Not Project Related

Project #13-123

**ASTM Physical Characteristics**

**SOIL AND AGGREGATE**

C29	Unit Weight .....	\$	45.00	Each
D4829	Expansion Index .....	\$	95.00	Each
C117, D1140	#200 Wash .....	\$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve) .....	\$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined .....	\$	185.00	Each
D4318	Atterberg Limits .....	\$	110.00	Each
D2435	Consolidation .....	\$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three) .....	\$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate) .....	\$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate) .....	\$	95.00	Each
D854	Specific Gravity (Soil) .....	\$	95.00	Each
D2216	Moisture Content .....	\$	15.00	Each
D2216	Moisture Content Quick #200 .....	\$	30.00	Each
D3080	Direct Shear (3 Points) .....	\$	200.00	Each
D3080	Direct Shear Remolded sample (3 points) .....	\$	280.00	Each
D1557-A,B	Maximum Density .....	\$	135.00	Each
D1557-C	Maximum Density .....	\$	145.00	Each
D2844, CTM 301	R-Value (3 Points) .....	\$	300.00	Each
CTM 229	Durability Index (coarse & fine) .....	\$	250.00	Each
CTM 229	Durability Index (coarse OR fine) .....	\$	150.00	Each
C142	Clay Lumps & Friable Particles .....	\$	120.00	Each
D3744, CT 229	Durability Index for Coarse Aggregates .....	\$	150.00	Each

**CHEMICAL PROPERTIES**

CTM 643	Resistivity .....	\$	75.00	Each
CTM 643	pH .....	\$	50.00	Each
CTM 417	Sulphate .....	\$	60.00	Each
CTM 422	Chloride .....	\$	60.00	Each
CTM 643, 417, 422	Corrosivity Series .....	\$	185.00	Each

**ASPHALT CONCRETE**

C192	Review of Existing Mix Design .....	\$	150.00	Each
D136	Gradation of Extracted Sample .....	\$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores .....	\$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL .....	\$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point .....			Quote

**CONCRETE**

C39	Concrete Cylinders Compression Test (6" x 12") .....	\$	20.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity) .....	\$	500.00	Each
C495	Lightweight Fill Concrete (3" x 6") .....	\$	20.00	Each
C42	Concrete Cores, 6" Max. Diameter. Includes Core Trim .....	\$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim .....	\$	35.00	Each
C42	Guniting Cores, 6" Max. Diameter, Including Core Trim .....	\$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days) .....	\$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete .....	\$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry) .....	\$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete .....	\$	150.00	Each
C884	Rapid Cure Concrete Cylinders (Boil Method) .....	\$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days) .....	\$	250.00	Set
C495	Lightweight Fill Concrete Density .....	\$	35.00	Each
C138	Density (Unit Weight) of Concrete .....	\$	30.00	Each
C173	Air Entrainment Test (Volumetric Method) .....	\$	35.00	Each
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate) .....	\$	35.00	Each
C78	Flexure Test 6" x 6" Beams .....	\$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders .....	\$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate .....	\$	35.00	Each
A615/A706	Chemical Analysis .....	\$	300.00	Each

Not Project Related

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**MASONRY**

**BLOCK**

C780	Mortar Cylinders (2" x 4")	\$	20.00	Each
C109	Mortar Cubes (2" x 2")	\$	20.00	Each
C1019	Grout Prisms (3" x 6")	\$	20.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test $\leq 8" \times 8" \times 16"$	\$	95.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test $> 8" \times 8" \times 16"$	\$	120.00	Each
C140	Moisture Content as Received each	\$	50.00	Each
C140	Absorption, 3 Required	\$	40.00	Each
C140	Measurements	\$	30.00	Each
C140	Compression $\leq 8" \times 8" \times 16"$ , Qty 3 Required	\$	45.00	Each
C140	Compression $> 8" \times 8" \times 16"$ Qty 3 Required	\$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required	\$	80.00	Each
C42	Masonry Core – Compression	\$	55.00	Each
C42	Masonry Core – Shear	\$	75.00	Each
C42	In Laboratory Core Cutting	\$	50.00	Each

**BRICK**

C67	Compression	\$	40.00	Each
C67	Modulus of Rupture	\$	50.00	Each
C67	Absorption, Soak	\$	30.00	Each
C67	Absorption, Boil	\$	30.00	Each
C67	Absorption, Saturation Coefficient	\$	40.00	Each
C67	Initial Rate of Absorption	\$	40.00	Each
C67	Efflorescence	\$	55.00	Each
C67	Efflorescence with Mortar	\$	65.00	Each

**STEEL REINFORCING**

A6 15/A706	Tensile No. 8 Bar and Smaller	\$	35.00	Each
A6 15/A706	Tensile No. 9 To 11 Bar	\$	45.00	Each
A6 15/A706	Tensile No. 14 Bar	\$	70.00	Each
A6 15/A706	Bend Test No. 8 Bar and Smaller	\$	35.00	Each
A6 15/A706	Bend Test No. 9 To 11 Bar	\$	45.00	Each
A6 15/A706	Bend No. 14 Bar	\$	70.00	Each
A6 15/A706	Bend / Tensile Test No. 18	\$	250.00	Each
A6 15/A706	Chemical Analysis	\$	300.00	Each
A6 15/A706	Deformation Compliance	\$	55.00	Each
A6 15/A706	Cut To Size (for testing)	\$	10.00	Each

**STEEL COUPLED WELDED REINFORCING**

A6 15/A706	Tensile No. 8 Bar and Smaller	\$	70.00	Each
A6 15/A706	Tensile No. 9 To 11 Bar	\$	80.00	Each
A6 15/A706	Tensile No. 14 Bar	\$	100.00	Each
A6 15/A706	Tensile No. 18 Bar	\$	275.00	Each

**STRUCTURAL STEEL**

A370/F606	Bolt Tensile Test	\$	55.00	Each
A370/F606	Bolt Proof Test	\$	45.00	Each
A370/F606	Nut Proof Test	\$	45.00	Each
A370/F606	Nelson Stud Tensile Test	\$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	\$	135.00	Each
E10	Brinell Hardness Test	\$	45.00	Each
E18	Rockwell Hardness Test	\$	45.00	Each
A370/F606	Coupon Tensile Test	\$	40.00	Each
A370/F606	Coupon Bend Test	\$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	\$	45.00	Ea. Pc
A90	Metal Deck Coating	\$	115.00	Each
A370/F606	Machining & Preparation of Samples	\$	40.00	Each

**PRESTRESS**

A4 16	Prestressed Strand (Yield / Tensile)	\$	125.00	Each
	Sample Preparation (Grease Removal)	\$	15.00	Each

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**FIREPROOFING**

UBC 43-8	Oven Dry Density .....	\$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing .....	\$	45.00	Each

**ROOFING**

UBC 32-12	Tiles (Breaking Strength / Absorption) .....	\$	60.00	Each
	Mineral Shake – Flexural .....	\$	40.00	Each
	Mineral Shake – Absorption .....	\$	30.00	Each
	Tagging, Material Id and Sampling Tiles .....	\$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report .....	\$	300.00	Each

**WELD PROCEDURE AND WELDER QUALIFICATIONS**

	Review Existing Welding Procedure Specification (WPS) report .....	\$	150.00	Each
	Review Welding Procedure Qualification (PQR) report .....	\$	150.00	Each
	Observe Welder Qualification (AWS/CWI) .....	\$	85.00	Per Hour
	Weld Tensile Test Plate (1-inch thick or less) .....	\$	80.00	Each
	Weld Bend Test Plate (1-inch thick or less) .....	\$	55.00	Each
	Weld Macro Etch Plate (1-inch thick or less) .....	\$	70.00	Each
	Weld Tensile Test Rebar #3 through #9 .....	\$	90.00	Each
	Weld Macro Etch Rebar #3 through #9 .....	\$	70.00	Each
	Weld Tensile Test Rebar #10 through #14 .....	\$	125.00	Each
	Weld Macro Etch Rebar #10 through #14 .....	\$	110.00	Each
	Weld Tensile Test Rebar #18 .....	\$	275.00	Each
	Weld Macro Etch Rebar #18 .....	\$	180.00	Each
	X-Ray Plate or Rebar in Laboratory (1-inch thick or less) .....	\$	150.00	Each

**LABORATORY HOURS**

	Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday .....			
	Additional charges will be made for off-hours, weekends or holidays as follows .....			
	Off-hour Laboratory Operations per hour .....	\$	500.00	Per Hour
	Saturday Laboratory Operations per hour .....	\$	500.00	Per Hour
	Sunday or Holiday Laboratory Operations per hour .....	\$	750.00	Per Hour

**ENGINEERING AND PROFESSIONAL SERVICES**

	Senior Engineer/ Senior Geologist .....	\$	130.00	Per Hour
	Staff Engineer/Geologist .....	\$	100.00	Per Hour
	Project Manager / Field Supervisor .....	\$	95.00	Per Hour
	Administration .....	\$	45.00	Per Hour
	Test Technicians Lab – Materials .....	\$	65.00	Per Hour
	Certified Payroll .....	\$	75.00	Per Week

**REPORTS**

	Final Materials Compliance Report .....	\$	500.00	Each
	Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects) .....	\$	500.00	Each
	Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects) .....	\$	100.00	Each
	Interim Report from Engineer .....	\$	500.00	Each
	Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result) .....	\$	150.00	Each
	Review of Existing Mix Design, Determination of Proportions (Same Day Result) .....	\$	300.00	Each
	Report for Special Services / Off Site Testing .....	\$	200.00	Each
	Final Grading / Compaction Report (Comprehensive) .....	\$	2,500.00	Each
	Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects) .....	\$	1,000.00	Each
	Pad Certificate Report .....	\$	1,500.00	Each
	Utility Trench Compaction Report .....	\$	2,500.00	Each
	Wall Backfill Report .....	\$	1,500.00	Each
	Monthly Interim In-Grading Report .....	\$	1,000.00	Each
	Pile/Shoring Monitoring Report .....	\$	2,000.00	Each
	Plan Review (Grading/ Foundation) .....	\$	1,000.00	Each
	Extra Stamped Reports .....	\$	150.00	Each

**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.**

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**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.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**



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**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 #13-123**

**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 #13-123**

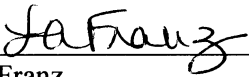
**CONFLICT OF INTEREST CHECK**

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 #13-123**

**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: Jacques B. Roy

Title: General Manager - Geo

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/29/13

Proper Name of Contractor: Koury Engineering & Testing, Inc.

Signature:

By: Tommy Wright

Its: VP of Sales & Marketing

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-123**

**SCOPE OF SERVICES (PART 1 OF 2) – GEOTECHNICAL ENGINEERING**

**The Geotechnical's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

**1. Borings:**

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

**2. Drilling and sampling methods and protection of property:**

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

**As part of the Services, Consultant will prepare and deliver the following tangible work products to District:**

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
      - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
      - Provide appropriate subsurface profiles of rock or other bearing stratum;
      - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
      - Report all laboratory determinations of soil properties.



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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
- i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

## 5. Construction Phase Services

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

### **STATUS REPORT FOR ACTIVITY:**

- A.** Work plan and schedule for completion of services
- B.** Confirmation of completion of boring, drilling, sampling & testing activities

### **DUE DATE**

- NTP + 3 days**
- NTP + 15 days**

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- C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**
- D. Final geotechnical engineering report for District approval      **NTP + 30 days**

**6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

**7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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## **SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### **1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### **2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. **Concrete Compression Tests**
- Concrete Cylinders (ASTM C29)
  - Concrete Cores (ASTM C39)
  - Lightweight Concrete (ASTM C495)

- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

**7. Mix Design Review:**

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
  - i. *Masonry Compression Tests*
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. *Steel Reinforcing*
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. *Concrete Aggregate*
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

**8. Duties:**

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

**9. Structural Steel:**

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
  - i. Field Welding
  - ii. High Strength Bolting
  - iii. Metal Decking
  - iv. Welded Stud Connectors
  - v. Fabrication Shop

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b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:

- i. Ultrasonic Examination
- ii. Magnetic Particle Examination
- iii. Liquid Penetrant Examination
- iv. Radiographic Examination

c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):

- i. Ultrasonic Examination
- ii. Magnetic Particle Examination
- iii. Liquid Penetrant Examination
- iv. Radiographic Examination

d. *Laboratory Tests.* Laboratory tests shall be performed on the following:

- i. High strength bolts
- ii. Hardness Test (ASTM A325)
- iii. Tensile Strength (ASTM F606)

## 10. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.







- Not Project Related  
 Project #13-123

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
  - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc. . . .
  - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
  - 4 Feel free to include your company logo if you wish
  - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
  - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
  - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadt@cfwin.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> Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		<b>CONTACT NAME:</b> Tina Cowie <b>PHONE (A/C, No, Ext):</b> (714) 731-7700 <b>FAX (A/C, No):</b> (714) 731-7750 <b>E-MAIL ADDRESS:</b> tina@cornerstonespecialty.com															
<b>INSURED</b> KOURY ENGINEERING & TESTING 14280 Euclid Ave Chino CA 91710		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Transportation Insurance Co</td> <td>20494</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Insurance Co	20494	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER: 12/13 ALL COVERAGES**      **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>			4019963629 PER FORM # SB-300176-B AS REQUIRED PER WRITTEN CONTRACT CONTRACTUAL LIAB INCLUDED	12/18/2012	12/18/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> ADDTL INSRD/PRIMARY						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> BLNKT WVR OF SUBRO						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			4019963629	12/18/2012	12/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			4019963677	12/18/2012	12/18/2013	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 9,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			XJUB-3341T59-3	12/18/2012	12/18/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/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
C	<b>Professional Liability Claims Made</b>			AEH276166466	12/18/2012	12/18/2013	Each Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
District and its respective elected and appointed officers, officials, employees and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. 30 days Notice of Cancellation \*Except 10 days Notice of Cancellation for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

<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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Tina Cowie/TCOWIE 

RECEIVED NOV 01 2013 CFW

INSURED: Koury Engineering & Testing, Inc

POLICY DATES: 12/18/12-12/18/13



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) - 001

POLICY NUMBER: XJUB-3341T59-3

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

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.

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 **3 %** of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

ALL PERSONS OR ORGANIZATIONS  
THAT ARE PARTIES TO A CONTRACT  
THAT REQUIRES YOU TO OBTAIN  
THIS AGREEMENT, PROVIDED YOU  
EXECUTED THE CONTRACT BEFORE  
THE LOSS.



**INSURED: Koury Engineering & Testing, Inc POLICY PERIOD: 12/18/12-12/18/13**  
**POLICY NUMBER: 4019963629**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-**  
**COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF**  
**SUBROGATION/AGGREGATE LIMIT (PER PROJECT)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**  
**BUSINESSOWNERS COMMON POLICY CONDITIONS**

The following is added to **Section C., - Who is an Insured:**

**A.** The Businessowners Liability Coverage form is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

**B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured within this endorsement and section titled Liability and Medical Expenses Definitions – "Insured Contract" (Section F., item 9.), within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property

damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or
- b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

**5.** This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

**D. Other Insurance (Section H.2. and H.3.)** of the **Businessowners Common Policy Conditions** are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.



3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. Transfer of Rights of Recovery Against Others To Us (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:**

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

**9. Amendment- Aggregate Limits of Insurance (Per Project)**

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A.1., and for all medical expenses caused by accidents under Coverage A.2., which can be attributed only to ongoing operations at a single construction project:
  1. A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
  2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage A.1., except damages because of "bodily injury" or "property

damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage A.2. regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage A.1. for damages or under Coverage A.2. for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.
4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences," and for all medical expenses caused by accidents, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage A.1. for damages or under Coverage A.2. for medical expenses shall reduce the amount available under the General Aggregate limit or the Products/Completed Operations Aggregate limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.

- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E. The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.



**INSURED: Koury Engineering & Testing**  
**POLICY NUMBER: 4019963629**  
**EXPIRATION DATE: 12/18/2013**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HIRED AUTO AND NONOWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

<b>COVERAGE</b>	<b>ADDITIONAL PREMIUM</b>
Hired Auto Liability	\$
Nonowned Auto Liability	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**PROVISIONS**

**A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Coverage A – Bodily Injury and Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto." Maintenance or use of a "non-owned auto" includes test driving in connection with an "auto business."

**B. EXCLUSIONS**

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Coverage A – Bodily Injury and Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
  - a. "Bodily injury" to:
    - (1) Any fellow "employee" of the insured arising out of and in the course of:
      - (a) Employment by the insured; or
      - (b) Performing duties related to the conduct of the insured's business.
  - b. "Property Damage" to:
    - (1) Property owned or being transported by, or rented or loaned to the insured;
    - Or
    - (2) Property in the care, custody or control of the insured.

**C. WHO IS AN INSURED**

**Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

connection with an "auto business," other than an "auto business" you operate;

g. Anyone other than your "employees," partners, a lessee or borrower or any of their "employees," while moving property to or from a "hired auto" or a nonowned auto"; or

3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

#### **D. AMENDED DEFINITIONS**

The Definition of "insured contract" in Section F – Definitions is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

(4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or

(5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

#### **E. ADDITIONAL DEFINITIONS**

Section F. Definitions is amended by the addition of the following definitions:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:

a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or

b. Any "auto" you lease, hire, rent or borrow from any of your "employees," partners, stockholders, or members of their households.

3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence." This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence."

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence."



## **BOARD AGENDA ITEM**

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/22/16

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION A: PRELIMINARY \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT \_\_\_\_\_  
SECTION D: ACTION   X    
SECTION E: REPORTS/DISCUSSION \_\_\_\_\_  
SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### **DISTRICT IPAD SELF-INSURANCE AND 2015-16 LOSS INFORMATION (Freeman/Mitchell)**

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The Board will receive a presentation relative to District self-insurance for iPads and information regarding losses during the 2015-16 fiscal year.

#### **FISCAL IMPACT**

No fiscal impact to the General Fund.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve continuing the District's self-insurance plan at the new rate of \$15.00 per year per iPad, and \$30.00 per year per laptop.

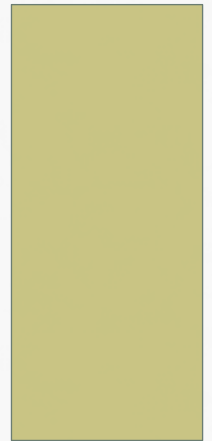
#### **ADDITIONAL MATERIAL**

Attached: PowerPoint Presentation (7 pages)



# IPAD INSURANCE AND LOSS INFORMATION

PRESENTED ON: JUNE 22, 2016



# INTRODUCTION

- Oxnard School District deployed 18,011 iPads in the 2015-16 school year.
- This includes iPads to students, teachers and support employees.
- An insurance policy was offered to students' families and staff at a cost of \$10 per year/ per iPad or \$30 per year for a laptop.

# 2015-16 LOSS INFORMATION- ALL

- Total iPads Deployed in 2015-16: 18,011

	<u>Count</u>	<u>Cost</u>
• Lost or stolen iPads:	43	\$ 22,151
• Repaired iPads	563	\$ 66,997
• Damaged iPad Case:	350	\$ 4,760
• Damaged/lost cables:	3,190	\$ 43,543
• Damaged/lost stand:	3,809	\$ 41,137
• Power Adapters:	2,793	\$ 78,204
• <b>Totals</b>	<b>10,748</b>	<b>\$256,792</b>

# 2015-16 LOSS INFORMATION- INSURED IPADS

- Total Insured iPads Deployed in 2015-16: 14,076

	<u>Count</u>	<u>Cost</u>
• Lost or stolen iPads:	30	\$ 15,454
• Repaired iPads	488	\$ 58,072
• Damaged iPad Case:	158	\$ 2,148
• Damaged/lost cables:	2,369	\$ 32,336
• Damaged/lost case or stand:	2,947	\$ 31,827
• Adapters	2,037	\$ 57,036
• <b>Totals</b>	<b>8,029</b>	<b>\$196,876</b>

# INSURANCE FUND BALANCE

- Close to 14,000 students and staff participated in the insurance plan in 2015-16 generating \$141,697 in revenue.
- Total costs to repair/replace covered damages was \$196,876
- In 2015-16 the OSD self insurance fund was **-\$55,179**.

# PROPOSED 2015-16 INSURANCE PLAN

- Using the loss figures for the last year, we are proposing to change the insurance rate for the third year of the plan to the following:
  - *Coverage for replacement or repair of iPad, cover or cables: \$15.00 per year (\$5.00 increase)*
  - *Coverage for replacement or repair of laptops computers: \$30.00 per year*
  - *Coverage to include summer months when applicable*
- *Estimating that at least 75% of parents (12,770) and 25% of staff (250) will participate, this will generate approximately \$195,300*

# CONCLUSION

- Staff requests that the Board approve raising the District's self-insurance plan to the new rates of \$15 per year/per iPad and \$30 per year/per laptop.
- Questions?



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin I. Freeman

**Date of Meeting:** 6/22/16

- Study Session \_\_\_\_\_
- Closed Session \_\_\_\_\_
- A. Preliminary \_\_\_\_\_
- B. Hearing \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_
- D. Action Items \_\_\_\_\_
- E. Reports/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading   X   2<sup>nd</sup> Reading \_\_\_\_\_

**TITLE: IMMUNIZATIONS: Revision to AR 5141.31 and BP 5141.31 (Freeman/Ridge)**

Via SB 277, the California legislature changed immunization requirements for admission into school. Beginning January 1, 2016, parents are no longer allowed to use the “personal beliefs” exemption. All students in the state of California are required to be immunized unless a licensed physician provides a medical exemption. Board Policy 5141.31 and accompanying Administrative Regulation 5141.31 updates and revises Oxnard School District’s guidelines regarding immunization to reflect the requirements within SB 277.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director, Pupil Services that the Board of Trustees adopt the revised AR 5141.31 and BP 5141.31 as outlined above.

**ADDITIONAL MATERIAL(S):**

Attached: AR 5141.31 and BP 5141.31

**IMMUNIZATIONS**

*Required Immunizations*

*The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.*

~~The Superintendent or designee shall not unconditionally admit any student to a district school or child care and development program unless that student has presented documentation of full immunization. (Health and Safety Code 120335)~~

~~(cf. 5141.22 - Infectious Diseases)  
(cf. 5148 - Child Care and Development)~~

~~At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of the rights of students and parents/guardians relating to immunizations under Education Code 49403. (Education Code 48980)~~

~~(cf. 5145.6 - Parental Notifications)~~

*Except as provided herein, effective July 1, 2016, the Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program for the first time nor admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)*

1. *Measles, mumps, and rubella (MMR)*
2. *Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)*
3. *Poliomyelitis (polio)*
4. *Hepatitis B*
5. *Varicella (chickenpox)*
6. *Haemophilus influenza type b (Hib meningitis)*
7. *Any other disease designated by the CDPH*

~~(cf. 5141.22 - Infectious Diseases)  
(cf. 5148 - Child Care and Development)  
(cf. 5148.3 - Preschool/Early Childhood Education)  
(cf. 6170.1 - Transitional Kindergarten)~~

## **Immunizations for Grades K-8**

Students entering the district in grades kindergarten through 8 shall have received the following immunizations: (Health and Safety Code 120335; 17 CCR 6020)

1. ~~Measles, mumps and rubella (MMR) vaccine~~
  - a. ~~Students entering at the kindergarten level shall have received two doses on or after the first birthday, except one dose may be a measles only vaccine.~~
  - b. ~~Mumps vaccine shall not be required for students age seven or older.~~
  - c. ~~Students entering or advancing to seventh grade shall be required to have a second dose of measles containing vaccine if they have not previously obtained a second dose.~~
2. ~~Diphtheria, tetanus and pertussis (whooping cough) vaccine (DTP or DTaP)~~
  - a. ~~Five doses shall be required for students ages four through six. However, four doses shall meet the requirement if at least one dose was given on or after the fourth birthday.~~
  - b. ~~Four doses shall be required for students age seven or older. However, three doses shall meet the requirement if at least one dose was given on or after the second birthday.~~
  - c. ~~One dose of Tdap (or DTaP or DTP) vaccine on or after the seventh birthday is required for all students entering 7<sup>th</sup> grade.~~

AR 5141.31(b)

## **IMMUNIZATIONS (continued)**

3. ~~Poliomyelitis (polio) vaccine~~

~~Four doses shall be required at any age. However, three doses shall meet the requirement for ages four through six if at least one dose was given on or after the fourth birthday, and three doses shall meet the requirement for ages seven to seventeen if at least one dose was given on or after the second birthday.~~

~~4. Hepatitis B vaccine~~

~~a. Three doses shall be required for entry into kindergarten.~~

~~Students admitted at the kindergarten level or below before August 1, 1997, shall be exempt from this requirement.~~

~~b. Students shall not be unconditionally admitted or advanced to seventh grade unless they have been fully immunized against hepatitis B. A student who has previously had three doses of hepatitis B vaccine at any age before seventh grade shall not be required to receive any additional shots.~~

~~5. Varicella (chickenpox) vaccine~~

~~a. One dose is required.~~

~~b. Any student admitted at the kindergarten level or above before July 1, 2001, shall be exempt from this requirement for school entry.~~

~~Students who skipped kindergarten shall meet immunization requirements for hepatitis B and a second measles dose prior to entering first grade.~~

~~Students transferring into the district at a grade other than kindergarten or seventh grade shall be exempt from the requirement for a second measles dose or hepatitis B immunization.~~

**Immunizations Below Kindergarten Level**

~~Children younger than age four years, six months shall have received haemophilus influenza type b (Hib meningitis) vaccine. (Health and Safety Code 120335)~~

~~Other immunization requirements for children below kindergarten level depend on the child's age as specified in 17 CCR 6020.~~

AR 5141.31(e)

**IMMUNIZATIONS** (continued)

*However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7 Health and Safety*

Code 120335)

*The Superintendent or designee shall not unconditionally admit or advance any student to grade 7 unless the student has been fully immunized against Pertussis, including all Pertussis boosters appropriate for the students' age. (Health and Safety Code 120335 (d))*

*A student who qualifies for an individualized education program (IEP), unless exempt pursuant to state law, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, this shall not prohibit an under-immunized student from accessing any special education and related services required by his/her IEP. (Health and Safety Code 120335)*

*(cf. 6159 - Individualized Education Program)*

*The student's immunization record shall be provided by the student's parent/guardian. The personal immunization record documentation that shall be accepted is from a health care provider, California Immunization Registry (CAIR) another state's and countries' records, or from the student's previous school immunization record. The record must show at least the month and year for each dose, except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given on or after the seventh birthday. (17 CCR 6070)*

### *Exemptions*

~~Exemption from immunization requirements is allowed when: (Health and Safety Code 120365, 120370, 120375; 17 CCR 6051)~~

- ~~1. The student's parent/guardian states in writing that immunization is contrary to his/her beliefs.~~

~~(cf. 6141.2 - Recognition of Religious Beliefs and Customs)~~

- ~~2. The student's parent/guardian provides a written statement by a licensed physician that the physical condition or medical circumstances of the student are such that immunization is unsafe or is permanently not indicated.~~

~~However, if there is good cause to believe that the student has been exposed to one of the communicable diseases listed above, the student may be temporarily excluded from school until the local health officer is satisfied that the student is no longer at risk of developing the disease. (Health and Safety Code 120365)~~

### **Exclusions Due to Lack of Immunizations**

~~Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or until the student presents a letter or affidavit of exemption from his/her parent/guardian or physician.~~

~~(cf. 5112.2 - Exclusions from Attendance)~~

~~(cf. 6183 - Home and Hospital Instruction)~~

~~Before a student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days in which to supply evidence of proper immunization or an appropriate letter of exemption. This notice shall refer the parent/guardian to the child's usual source of medical care. (Education Code 48216; 17 CCR 6040)~~

~~If no usual source of medical care exists, the parent/guardian shall be referred to the county health department. (Education Code 48216)~~

~~The Superintendent or designee shall exclude from further attendance any student who fails to obtain the required immunization within 10 school days following receipt of the parent/guardian notice specified above, unless the student is exempt from immunization for medical reasons or personal beliefs. The student shall remain excluded from school until he/she has received another dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)~~

AR 5141.31(d)

#### ~~**IMMUNIZATIONS**~~ (continued)

*A temporary or permanent exemption from one or more immunizations shall be granted under any of the following circumstances:*

1. *The parent/guardian files with the district a written statement by a licensed physician (M.D./D.O.) to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe and the specific nature and probable duration of the physical condition or medical circumstances, including but not limited to family medical history. The physician may provide a written statement that the student is medically exempt from the measles (rubella) and/or varicella (chickenpox) requirements as a result of having had measles and/or varicella, or as a result of having had laboratory confirmed illness with the corresponding disease. A student with a temporary medical exemption shall be conditionally admitted; upon expiration of the temporary exemption, the student must receive all required immunizations. A student with a permanent medical exemption shall be unconditionally admitted. (Health and Safety Code 120370; 17 CCR 6051; CA Immunization Handbook (9<sup>th</sup> ed. 2016)*

2. *The student's parent/guardian filed with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization. The grade spans are: birth to preschool, grades K-6, grades 7-12. (Health and Safety Code 120335 (g))*

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

3. *Notwithstanding the requirement in 2, above personal belief exemptions will be allowed for any new immunizations deemed appropriate by the CDPH. (Health and Safety Code 120338)*

*When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. In accordance with the CDPH, personal beliefs exemption issued by another state or country prior to January 1, 2016, are not valid in California. The Superintendent or designee may consult with legal counsel regarding the validity of any personal beliefs exemption and applicable immunization requirements. If the PBE documentation is no longer available, students must meet immunization requirements based on their age or grade.*

4. *The student is in a home-based private school.*
5. *The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction.*

*(cf. 6158 - Independent Study)*

#### *Conditional Enrollment*

The Superintendent or designee may conditionally admit a student with documentation from ~~a physician~~ *an authorized health care provider* that: (Health and Safety Code 120340; 17 CCR 6000, 6035, 6050)

1. ~~He/she has received some but not all required immunizations and is not due for any vaccine dose at the time of admission~~
2. ~~He/she has a temporary exemption from immunization for medical reasons~~

1. *The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines in accordance with state regulations and is not due for any other doses at the time of admission.*
2. *The student has a temporary exemption from immunization for medical reasons, and the required immunizations are obtained at the termination of the exemption.*

*The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035.*

*(cf. 5145.6 - Parental Notifications)*

3. *A transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been received. (Health and Safety Code 120375 (a); 17 CCR 6070)*

~~The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses when they become due as specified in 17 CCR 6035.~~

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375 (a); 17 CCR 6070)

*The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's parent/guardian and prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)*

(cf. 6173 - Education for Homeless Children)  
(cf. 6173.1 - Education for Foster Youth)  
(cf. 6173.2 - Education of Children of Military Families)

#### *Exclusions Due to Lack of Immunizations*

*Any student without the required evidence of immunization may be excluded from school until proof of immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above. Students who qualify for IEP's shall not be prohibited from accessing any special education and related services required by the IEP.*

(cf. 5112.2 - Exclusions from Attendance)  
(cf. 6183 - Home and Hospital Instruction)

*Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian in writing that he/she has 10 school days to supply evidence of proper immunization or an appropriate exemption. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department (Education Code 48216; 17 CCR 6040)*

(cf. 5141.6 - School Health Services)

*The Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provides written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (Health and Safety Code 120375 (b) 17 CCR 6055)*

#### *Exclusion Due to Exposure to Disease*



*Under the direction of the local health officer and if the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and his/her documentation of immunization does not show proof of complete immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370; 17 CCR 6060)*

#### *Records*

The Superintendent or designee shall record each new entrant's immunizations in the ~~mandatory permanent student record~~ *California School Immunization Record and retain it as part of the student's mandatory permanent student record.* District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. ~~(Health and Safety Code 120375, 120440; 17 CCR 6070)~~ *The District shall file a written report on the immunization status of new entrants with the CDPH and the local health department at times and on forms prescribed by the CDPH. The local health department shall have access to the complete health information as it relates to immunization of each student in order to determine immunization deficiencies. (Education Code 49076(a) (4); Health and Safety Code 120375, 120440; 17 CCR 6070)*

*(cf. 5125 - Student Records)*

*The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.*

*The District shall cooperate with the county health officer in carrying out programs for the immunization of students. The District may use funds, property, and personnel of the District for that purpose. The District may permit any licensed physician or any qualified registered nurse to administer immunizing agents to any student seeking admission to any District school or institution. (Health and Safety Code 120375(d))*

#### *Audits*

*If an audit reveals deficiencies in the district's reporting procedures, a remedial plan will be provided to the Superintendent or designee*

~~*(cf. 5125 - Student Records)*~~

Regulation  
approved: November 2, 2011  
revised: August 3, 2016

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

## IMMUNIZATIONS

To protect the health of all students and staff and to curtail the spread of infectious diseases, ~~the Board of Trustees desires to~~ *Governing Board shall* cooperate with state and local *public* health agencies to encourage *and facilitate* immunization of all district students against preventable diseases.

*(cf. 1400 - Relations between Other Governmental Agencies and the Schools)*

*(cf. 5141.22 - Infectious Diseases)*

*cf. 5141.26 - Tuberculosis Testing)*

*(cf. 6142.8 - Comprehensive Health Education)*

~~Students entering a district school or child care and development program, or transferring between school campuses, shall present an immunization record which shows at least the month, day and year of each immunization in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.~~

Effective July 1, 2016, each student (including a student who qualifies for special education and related services) shall present an immunization record from any authorized private or public health provider certifying that s/he has received all required immunizations in accordance to the law prior to enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program, or prior to being admitted or advanced to grade 7. Students shall be excluded from school or exempted from immunization requirements only as authorized by law.

*(cf. 5112.1 - Exemptions from Attendance)*

*(cf. 5112.2 - Exclusions from Attendance)*

*(cf. 5141.32 - Health Screening for School Entry)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

~~A transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within 30 school days, the student shall present written documentation by a physician, nurse or clinic, showing that the required immunizations were received. If such documentation is not presented, the student shall be excluded from school until immunization requirements are met.~~

*Each transfer student shall be requested to present his/her immunization record, if possible, upon registration at a district school or program. If the immunization record is not available, the district shall conditionally admit the student for up to 30 school days while waiting for the transfer of immunization records from his/her previous school.*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

## IMMUNIZATIONS (continued)

~~The Superintendent or designee may arrange for qualified medical personnel to administer immunizations at school to any student whose parent/guardian has consented in writing. (Education Code 49403)~~

### *Exemption*

*The Superintendent or designee will accept exemptions for immunizations for medical reasons when a licensed physician provides a written statement to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe, and containing additional information required by law. Personal belief exemptions or written affidavit stating that an immunization is contrary to personal beliefs, signed by the parent or guardian prior to January 1, 2016 will be valid until the student enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12).*

### *Conditional Admission*

*The Superintendent or designee may conditionally admit, in accordance with the law governing conditional admission, a student who has not received all the required immunizations. In addition, the Superintendent or designee shall admit transfer students, homeless or foster youth, and students of military families in accordance with the law while his/her immunization records are being transferred or located from the previous school.*

### *Exclusions*

*The Superintendent or designee may temporarily exclude any student without the required evidence of completed immunization(s) from school until the immunization(s) are obtained or an exemption is granted, or otherwise under the direction of a public health officer due to concerns of exposures to a communicable disease.*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.6 - School Health Services)*

*(cf. 5145.6 - Parental Notifications)*

*Legal Reference: (see next page)*

#### **EDUCATION CODE**

**44871 Qualifications of supervisor of health**

**46010 Total days of attendance**

**48216 Immunization**

**48853.5 Immediate enrollment of foster youth**

**48980 Required notification of rights**

**49403 Cooperation in control of communicable disease and immunizations**

**49426 Duties of school nurses**

49701 Flexibility in enrollment of children of military families  
51745-51749.6 Independent study  
HEALTH AND SAFETY CODE  
120325-120380 Immunization against communicable disease, especially:  
120335 Immunization requirement for admission  
120395 Information about meningococcal disease, including recommendation for  
vaccination  
120440 Disclosure of immunization information  
CODE OF REGULATIONS, TITLE 5  
430 Student records  
CODE OF REGULATIONS, TITLE 17  
6000-6075 School attendance immunization requirements  
UNITED STATES CODE, TITLE 20  
1232g Family Educational Rights and Privacy Act  
UNITED STATES CODE, TITLE 42  
11432 Immediate enrollment of homeless children  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy

*Management Resources:*

DEPARTMENT OF HEALTH SERVICES

Commonly Asked Questions About the New School Immunization Requirements, March 1999

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

*California Immunization Handbook for Child Care Programs and Schools, August 2015*

*Guide to Immunizations Required for Child Care*

*Guide to Immunizations Required for School Entry*

*Parents' Guide to Immunizations Required for Child Care*

*Parents' Guide to Immunizations Required for School Entry*

**EDUCATION AUDIT APPEALS PANEL PUBLICATIONS**

*Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015*

**U.S. DEPARTMENT OF EDUCATION GUIDANCE**

*Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009*

**WEB SITES**

~~CDE:~~ <http://www.cde.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Public Health, Immunization Branch: <http://www.cdph.ca.gov/programs/immunize>

California Department of Public Health, Shots for Schools: <http://shotsforschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: November 2, 2011

revised: August 3, 2016

**OXNARD SCHOOL DISTRICT**

Oxnard, California



# OXNARD SCHOOL DISTRICT

1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2016

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	20	Regular Board Meeting (Note: only ONE meeting in January)
February	3	Regular Board Meeting
	17	Regular Board Meeting
March	2	Regular Board Meeting
	16	Regular Board Meeting
April	20	Regular Board Meeting (Note: only ONE meeting in April)
May	4	Regular Board Meeting
	18	Regular Board Meeting
June	1	Regular Board Meeting
	22	Regular Board Meeting
July		District Dark – No meeting in July
August	3	Regular Board Meeting
	24	Regular Board Meeting
September	7	Regular Board Meeting
	21	Regular Board Meeting
October	5	Regular Board Meeting
	19	Regular Board Meeting
November	2	Regular Board Meeting (Note: only ONE meeting in November)
December	7	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

*The meeting schedule shown above is subject to change at any time.*

*NOTE: Changes are indicated in italics/bold.*

Board Approved: 12-09-15

*Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”*