

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 #8 REGULAR BOARD MEETING Wednesday, December 7, 2016 7:00 PM – Regular Board Meeting Closed Session To Follow Regular 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

OPIE TV – Channel 20 &
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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

7:00 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

Mr. Greg Brisbine, Principal at Fremont Academy of Environmental Science & Innovative Design, will introduce student Gavin Rock, 8th grader in Ms. Nataliya Vedernikova's class, who will lead the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read by student Gavin Rock, 8th grader in Ms. Nataliya Vedernikova's class in English, and student Karyn Frost, 8th grader in Mr. David Crowell's will read them in Spanish.

A.4 Presentation by Fremont School

Mr. Greg Brisbine will provide a short presentation to the Board regarding Fremont Academy of Environmental Science & Innovative Design. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

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

A.6 Recognition of Outgoing Trustee (Dr. Morales)

The District Superintendent Dr. Cesar Morales and the Board of Trustees will recognize Trustee Albert "Al" Duff Sr., as outgoing member of the Oxnard School District Board of Trustees.

A.7 Oath of Office (Dr. Morales)

The District Superintendent Dr. Cesar Morales will administer the Oath of Office to Monica Madrigal Lopez who was newly elected and Denis O'Leary who was re-elected to the governing board on November 8, 2016.

A.8 Recess (Dr. Morales)

The Board will recess for a reception in honor of the outgoing Board Member Albert Duff Sr.; and welcome newly elected Board Member Monica Madrigal Lopez and re-elected Board Member Denis O'Leary.

A.9 New Board Members Assume Seats (Dr. Morales)

New and Re-Elected Board Members officially assume their seats on the governing board.

**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.10 Organization of the Board (Dr. Morales)

Organization of the Board of Trustees for the 2016-2017:

Moved:
Seconded:

Part I

- a. Recognition of Mrs. Veronica Robles-Solis, as outgoing president of the Board of Trustees.
- b. Election of President 2016-2017

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

Part II

- c. Election of Clerk for 2016-2017

Moved:
Seconded:

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

A.11 Recess

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

A.12 New Board Assume Seats

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

A.13 Schedule of Board Meetings for 2017 (Dr. Morales)

The Board of Trustees will discuss the options of changes to the meeting dates or time of board meetings for January through December 2017.

Moved:
Seconded:

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

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

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

Moved:
Seconded:

- Ventura County Committee on School District Organization, to vote in the election of members to this committee.
2016 Rep: Trustee Morrison
2017 Appointee:

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

- Budget Advisory Committee
2016 Rep: Trustee O’Leary, Alt: Trustee Morrison
2017 Appointee:

Moved:
Seconded:

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

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**Section A
PRELIMINARY**

(continued)

A.15 Annual Appointment/Reappointment of Trustees for the OSD Health & Welfare Benefits Trust (Cline)

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

Moved:
Seconded:

- 1) Appoint a new Board Member representative;
- 2) Appoint Pam Morrison as the Retiree Representative, or propose a new Retiree appointment.

ROLL CALL VOTE:

Madrigal Lopez __, O'Leary __, Morrison __, Cordes __, Robles-Solis __

A.16 Resolution #16-18 In Appreciation to the Oxnard Chamber of Commerce (Dr. Morales)

It is recommended that the Board of Trustees adopt and present Resolution #16-18 In Appreciation to the Oxnard Chamber of Commerce.

Moved:
Seconded:

ROLL CALL VOTE:

Madrigal Lopez __, O'Leary __, Morrison __, Cordes __, Robles-Solis __

A.17 Introduction of New Administrator(s) (Dr. Morales)

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

- Dr. Marlene Batista, Director of English Learner Services

A.18 Presentation of the December 2016 Semi-Annual Implementation Program Update As an Adjustment to the Facilities Implementation Program (Dr. Morales/Cline/CFW)

It is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees receive the December 2016 Semi-Annual Implementation Program Update for adoption at its January 18, 2017 board meeting.

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

Section B PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District.

B.1 Comentarios del Público (3 minutos para cada ponente)

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios.

B.2 Public Hearing – Regarding To Sunshine The California School Employees Association's (CSEA) and the Oxnard School District's (District) Initial Proposals for 2016-17 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

This being the time and date noticed, the Board of Trustees will hold a public hearing to Sunshine the California School Employees Association's and the Oxnard School District's Initial Proposals for 2016-17 Negotiations. The parties plan to negotiate the following articles:

Article 9:	Pay Allowances
Article 13:	Health and Welfare Benefits
Article 14:	Annual Work Calendar and Holidays
Article 15:	Vacation Plan
Article 16:	Leaves
Article 17:	Transfers

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

Following this public hearing, it is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

ROLL CALL VOTE:

Madrigal Lopez __, O'Leary __, Morrison __, Cordes __, Robles-Solis __

B.3 Public Hearing – Concerning A Request for Waiver of the Bonding Capacity Limitation of the Oxnard School District Followed by Consideration of A Resolution Authorizing Submission to the State Board of Education of a Request For Wavier (Dr. Morales/Cline)

This being the time and date noticed, the Board of Trustees will hold a public hearing to consider a Request for Waiver of the Bonding Capacity Limitation of the Oxnard School District.

Public Comment:
Presentation:

Following this public hearing, it is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board conduct a public hearing to satisfy the requirement that a public hearing be conducted on the issue of proposed waiver. It is the further recommendation of the District Superintendent that following the public hearing during the action portion of the agenda, the Board adopt Resolution #16-17 authorizing submission of a General Waiver Request to the State Board of Education.

ROLL CALL VOTE:

Madrigal Lopez __, O'Leary __, Morrison __, Cordes __, Robles-Solis __

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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:

Madrigal Lopez __, O'Leary __, Morrison __, Cordes __, Robles-Solis __

C.1 Acceptance of Gifts

It is recommended that the Board accept the following gifts:	Dept/School
<ul style="list-style-type: none"> ▪ From John Avalos to Brekke School, a donation of \$500.00 for the school's Accelerated Reading Program. 	Nocero

C.2 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
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Academic:

- | | |
|---|--------------------|
| <ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-53 with Ventura County Children and Families First Commission (VCCFFC) to operate the Oxnard NFL program and provide Early Learning and Family Strengthening services to families of young children prenatal – 5 years of age; July 1, 2016 through June 30, 2019, no change to the budget for fiscal year 2016-2017; | Freeman/
Thomas |
| <ul style="list-style-type: none"> ▪ Addendum #1 to Agreement/MOU #16-58 with Ventura County Office of Education to provide additional professional development to staff in OSD for 2016-2017 school year; original cost was \$47,933.60, addendum #1 is for \$14,053.00, for a total cost of \$61,986.60, to be paid with Title I Funds; | Freeman/
Thomas |

Enrichment:

- | | |
|--|-------------------|
| <ul style="list-style-type: none"> ▪ #16-188 with United Boys & Girls Clubs of Santa Barbara County – Camp Whittier, for 69 6th graders from Chavez School to participate in an overnight instructional program of outdoor science curriculum, December 12-15, 2016; cost is \$250.00 per student, \$160.00 per district staff member/chaperone, total to include insurance and round-trip bus transportation; amount not to exceed \$20,300.00, to be paid with Donation Funds; | Freeman/
Perez |
|--|-------------------|

Special Education:

- | | |
|---|--------------------|
| <ul style="list-style-type: none"> ▪ #16-162 with Dr. Carolyn Banks, to provide consultant services to Oxnard School District, Special Education Services, during the 2016-17 academic school year; amount not to exceed \$35,000.00, to be paid with Special Education Funds; | Freeman/
Sugden |
| <ul style="list-style-type: none"> ▪ #16-163 with Carren J. Stika, Ph.D., to provide Independent Education Evaluator Services with the Special Education Department for student #LH073002 during the 2016-2017 academic year; amount not to exceed \$6,000.00, to be paid with Special Education Funds; | Freeman/
Sugden |
| <ul style="list-style-type: none"> ▪ #16-164 with Endtest Pro Psychology Inc., to provide Independent Education Evaluator Services with the Special Education Department for students #HG111106 and #HS022312 during the 2016-17 academic year; amount not to exceed \$10,000.00, to be paid with Special Education Funds; | Freeman/
Sugden |
| <ul style="list-style-type: none"> ▪ #16-190 with Houghton Mifflin Harcourt Publishing Company, to provide professional development for Woodcock Johnson IV Assessment to staff for the 2016-2017 school year; amount not to exceed \$2,950.00, to be paid with Special Education Funds; | Freeman/
Sugden |

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Section C
CONSENT AGENDA

(continued)

C.2 Agreements (continued)

It is recommended that the Board approve the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ #16-191 with Carol Bartz Education Consulting, to provide professional development on the use of the Communication Severity Scales (CSS) to Speech Language Pathologists during the 2016-17 school year; amount not to exceed \$3,400.00, to be paid with Special Education Funds; 	Freeman/ Sugden
Support Services:	
<ul style="list-style-type: none"> ▪ #16-189 with Rosetta Stone, to provide professional development to staff in the Oxnard School District for the 2016-2017 school year; amount not to exceed \$4,628.00, to be paid with General Funds, Unrestricted; 	Freeman
<ul style="list-style-type: none"> ▪ #16-165 with United Way of Ventura County, to provide oral health assessment and fluoride varnish services to Oxnard School District students through dental partners; at no cost to the District; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #16-192 renewal with School Services of California, to provide services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process; amount not to exceed \$3,860.00 annually, to be paid out of General Funds; 	Cline
<ul style="list-style-type: none"> ▪ #16-194 with K Cooper Benefits Consulting, to provide services relative to seeking alternative health benefits plans, as well as ongoing consulting services; December 8, 2016 through December 1, 2018; amount not to exceed \$35,000.00 per year, to be paid out of General Funds; 	Cline
Personnel:	
<ul style="list-style-type: none"> ▪ #16-185 with Mediscan Staffing Services, to provide temporary supplemental staffing to the Oxnard School District on an “as needed” basis for the 2016-2017 school year; amount not to exceed the hourly rates per position (see attached Rating Sheet), to be paid with Special Education Funds. 	Vaca

C.3 Ratification of Agreements:

It is recommended that the Board ratify the following agreements:	Dept/School
Academic:	
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-59 with Ventura County Office of Education, to provide additional services for CHAMPS implementation support during the 2016-2017 school year; original cost was \$47,850.00, amendment #1 is for \$16,800.00, for a total cost of \$64,650.00, to be paid with Allocated General Funds – LCAP; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #16-161 authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant with enhancement support by the Ventura County Office of Education, October 1, 2016 through September 30, 2017; funding will be provided to the Oxnard School District for this project up to the amount of \$91,000.00; 	Freeman/ Thomas

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Section C
CONSENT AGENDA

(continued)

C.3 Ratification of Agreements (continued):

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-87 with Ventura County Office of Education/SELPA, to provide additional services for Social/Emotional Services Specialist (SESS), September 1, 2016 through July 31, 2017; original cost was \$249,600.00, amendment #1 is for \$5,760.00, for a total cost of \$255,360.00, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-159 with Passageway School, to provide nonpublic school services for student #AH112906 for the 2016-2017 school year, beginning September 1, 2016, and including Extended School Year through July 2017; amount not to exceed \$42,361.22, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-167 with Fillmore Unified School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #AL080507 for the 2016-2017 school year, excluding Extended School Year; the Oxnard School District will be reimbursed \$25,325.61 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-168 with Fillmore Unified School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #JC111411 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$23,174.10 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-169 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #RV071706 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$27,765.61 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-170 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #SM081713 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$26,829.34 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-171 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #SP061913 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$24,990.29 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-172 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #VN042612 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$29,459.54 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-173 with Ocean View School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #JM060311 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$26,245.61 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-174 with Pleasant Valley School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #AL082012 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$29,459.54 for services provided; 	Freeman/ Sugden

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Section C
CONSENT AGENDA

(continued)

C.3 Ratification of Agreements (continued):

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ #16-175 with Pleasant Valley School District for the Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #LA101809 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$26,992.23 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-176 with Rio School District for Oxnard School District to provide Deaf and Hard of Hearing (DHH) Services for student #SG092208 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$22,695.48 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-177 with Briggs Elementary School District to provide Deaf and Hard of Hearing (DHH) Services for student #VH121010 for the 2016-2017 school year, including Extended School Year; the Oxnard School District will be reimbursed \$26,245.61 for services provided; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-184 with NCS Pearson will provide professional development for Opening the World of Learning program to be utilized by Pre-K teachers at San Miguel School for the 2016-2017 school year; amount not to exceed \$2,800.00, to be paid with Special Education Funds; 	Freeman/ Sugden
Support Services:	
<ul style="list-style-type: none"> ▪ Revision to #16-127 with County of Ventura/Ventura County Behavioral Health, to provide community outreach at targeted school sites, offer parent workshops and meet individually with OSD families to facilitate early identification and treatment of behavioral health services, September 22, 2016 through June 30, 2017; revision is for language change to contract only, at no cost to the District; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #16-160 with Blackboard Connect, to provide an expansion of licensed software, support and/or services to the extent identified in the Master Agreement, July 1, 2016 through June 30, 2018, two years; fiscal impact for Year One is \$40,370.70 and Year Two is \$71,660.80, to be paid with Title I Funds both years; 	Freeman/ Mitchell
Personnel:	
<ul style="list-style-type: none"> ▪ #16-166 with Ardor Health Solutions, to provide temporary supplemental staff to the Oxnard School District on an “as needed” basis for the 2016-2017 school year; amount not to exceed the hourly rates per position (see attached Rating Sheet), to be paid with Special Education Funds; 	Vaca
Facilities:	
<ul style="list-style-type: none"> ▪ #16-155 with CSDA Design Group (CSDA), to provide additional architectural design services for the installation of (3) new portable buildings, additional parking and replacement of the existing play structure at San Miguel School, September 1, 2016 through December 31, 2017; amount not to exceed \$16,410.00, to be paid with Deferred Maintenance – One Time Funds. 	Cline/ Fateh

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.4 Informal Bid Award and Approval of Agreement #16-187 for Bid #16-INF-02, ESC Lobby Remodel Project with GRD Construction

<p>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 #16-INF-02, ESC Lobby Remodel Project, in the total amount of \$149,270.00 and enter into Agreement #16-187 with the low bidder, GRD Construction, pursuant to Public Contract Code §22034; to be paid with General Funds – One Time Funds.</p>	<p>Dept/School Cline/ Fateh</p>
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C.5 Request for Approval of Agreement #16-195 with Cooperative Strategies, LLC for Consultant Services for Annual School Facilities Needs Analysis and Bi-Annual Level 1 Justification Study

<p>It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #16-195 with Cooperative Strategies, LLC (formerly The Dolinka Group, LLC) for a five-year agreement for the 2017 through 2021 calendar years; Grand total for five-year agreement is \$46,800.00 plus expenses, to be paid with Developer Fee Funds.</p>	<p>Dept/School Cline</p>
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C.6 Approval of Work Authorization Letter #3 to Earth Systems, Southern California For Geotechnical Testing & Inspection Services for the Elm Elementary School Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve WAL #3 for Master Agreement #13-122 with Earth Systems, Southern California for Geotechnical Inspection and Testing Services for the Elm Elementary School Reconstruction Project; amount not to exceed lump sum fixed fee of \$130,000.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.7 Approval of Work Authorization Letter #4 to Earth Systems, Southern California For Special Inspection & Testing Services for the Elm Elementary School Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve WAL #4 for Master Agreement #13-122 with Earth Systems, Southern California for Special Inspection and Testing Services for the Elm Elementary School Reconstruction Project; amount not to exceed lump sum fixed fee of \$162,000.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.8 Approval of Work Authorization Letter #1 to Kenco Construction Services for DSA Inspector of Record Services for the Elm Elementary Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #1 for Master Agreement #13-128 with Kenco Construction Services for DSA Inspector of Record Services for the Elm Elementary Reconstruction Project; amount not to exceed lump sum fixed fee of \$257,040.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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**Section C
CONSENT AGENDA**

(continued)

C.9 Ratification of Work Authorization Letter #006 for Tetra Tech Inc. To Perform Professional Toxic Screening Services for the Lemonwood K-8 Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify WAL #006 for performance of toxic substance testing of imported crushed miscellaneous base rock per Master Agreement #13-132 with Tetra Tech Inc., for the Lemonwood K-8 Reconstruction Project; the toxic substance testing services were completed for a lump sum fixed fee of \$14,400.00, the cost of these services is being charged to Swinerton Builders in their entirety.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.10 Approval of Work Authorization Letter #007 for Tetra Tech Inc., To Perform Phase 1 Environmental Site Assessment Update for the Marshall School New Classroom Building Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #007 for Tetra Tech Inc., to perform Phase 1 Environmental Site Assessment Update for the Marshall School New Classroom Building Project; amount not to exceed \$5,000.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.11 Approval of Work Authorization Letter #009 with ATC Group Services LLC For Preparation of a Preliminary Environmental Assessment for the Doris/Patterson Site

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #009 for ATC Group Services LLC for the Preparation of a Preliminary Environmental Assessment (PEA) for the Doris/Patterson Site per Master Agreement #13-135; amount not to exceed \$32,055.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.12 Approval of Contractor Contingency Allocation #001 for Payment of Additional Work Associated with the Lemonwood K-8 School Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #15-198 with Swinerton Builders to construct an interim accessibility ramp and landing to relocatable classrooms Numbers 909, 910, 911 and 912, related to the Lemonwood Elementary School Reconstruction Project of Measure “R” Program, under the Lease-Leaseback delivery method pursuant to Section §17406 of the California Education Code. Contractor Contingency Allocation No. 001 will be deducted from the Contractor Contingency of the GMP Construction Services Agreement in the amount of \$40,872.54. The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project utilizing Measure R Funds. The remaining Contractor Contingency balance after Allocation No. 001 will be \$706,836.46.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA

(continued)

C.13 Consider Approval of Change Order No. 002 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 002 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure “R” Program under the Lease-Leaseback delivery method pursuant to Section §17406 of the California Education Code. Fiscal impact \$13,234.17, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.14 Approval of Resolution #16-19 For Release of Request For Qualifications/ Proposal (RFQ/RFP) For Design-Build Contract for Proposition 39 Energy Projects

<p>It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Resolution #16-19 For Release of Request for Qualifications/Proposals (RFQ/RFP) for Design-Build Contract for Proposition 39 Energy Projects; no fiscal impact to the District.</p>	<p>Dept/School Cline/ Fateh</p>
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C.15 Annual and Five-Year Developer Fee Report and Approval of Resolution #16-16

<p>It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees accept the Developer Fee Report for 2010-2011 through 2015-2016 fiscal years, and adopt Resolution #16-16 Relating to Information Made Available To The Public In The Form of a Statutory School Fees and Mitigation Payments (“Developer Fees”) Report for the Fiscal Year 2010-2011 Through Fiscal Year 2015-2016 (“Developer Fee Report”), and Findings Thereon, In Compliance with Government Code, Sections 66006 and 66001.</p>	<p>Dept/School Cline</p>
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C.16 Certification of Signatures

<p>It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees declare the Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.</p>	<p>Dept/School Cline</p>
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C.17 Purchase Order/Draft Payment Report #16-04

<p>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 #16-04, as submitted.</p>	<p>Dept/School Cline/ Franz</p>
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C.18 Rejection of Liability Claim: VCBA07333A1

<p>Acting on the advice of the Joint Powers Authorities (JPA), it is the recommendation of the Assistant Superintendent, Human Resources and Support Services, and the Risk Manager, that the Board of Trustees agree to reject York Claim VCBA07333A1.</p>	<p>Dept/School Vaca/ Magaña</p>
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C.19 2016-2017 First Quarter Williams VCOE Activity Report

<p>It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, and the Risk Manager, that the Board of Trustees review and accept the 2016-2017 First Quarter Williams VCOE Activity Report, as presented.</p>	<p>Dept/School Vaca/ Magaña</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA

(continued)

C.20 Request For Approval of Out Of State Conference Attendance

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve out of state conference attendance for Lydia Garcia, Executive Assistant, Business & Fiscal Services and Lydia Alvara, Executive Assistant, Educational Services, to the National Notary Association's Annual National Notary Conference, in Dallas, TX, June 4-7, 2017; amount not to exceed \$2,500.00 for registration, travel and lodging, to be paid from General Funds.

Dept/School
Cline/
Freeman

C.21 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

C.22 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.

Dept/School
Vaca/Koch

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

**Section D
ACTION ITEMS**

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

D.1 Reimbursement for Teacher Substitute at Rio School District (Cline)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

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

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

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

It is recommended that the Board of Trustees consider whether or not it wishes to nominate representatives to fill vacancies in the CSBA’s Delegate Assembly, Subregion 11.B.

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

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

D.3 Oxnard School District 2016-2017 First Interim Report (Period Ending October 31, 2016) (Cline/Penanhoat)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Oxnard School District 2016-2017 First Interim Report (Period Ending October 31, 2016).

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

ROLL CALL VOTE:

Madrigal Lopez __, O’Leary __, Morrison __, Cordes __, Robles-Solis __

D.4 Annual Appointment/Reappointment of Measure R Bond Oversight Committee (Cline)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees review the annual BOC membership and make a determination regarding:

- 1. Appointing Ms. Alyssa Maria as a Parent Representative;
- 2. Reappointing the existing members of the Committee.

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

ROLL CALL VOTE:

Madrigal Lopez __, 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** (continued)*(Votes of Individual Board Members must be publicly reported.)****D.5 Consider Request for Waiver of the Bonding Capacity Limitation of the Oxnard School District Followed by Consideration of A Resolution Authorizing Submission to the State Board of Education of a Request For Wavier (Dr. Morales/Cline)***

The Board of Trustees held a public hearing to consider a Request for Waiver of the Bonding Capacity Limitation of the Oxnard School District earlier during the public hearing portion of this agenda.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

It is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, that Board consider and adopt Resolution #16-17 authorizing submission of a General Waiver Request to the State Board of Education.

ROLL CALL VOTE:

Madrigal Lopez __, 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
APPROVAL OF MINUTES

E.1 Approval of Minutes

It is recommended that the Board approve the minutes of special board meeting,
as submitted:

- October 19, 2016, regular board meeting

Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, 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 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:

Revision BP 1312.3 and AR 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Vaca
Revision AR 1312.4 and E(2) 1312.4	Community Relations WILLIAMS UNIFORM COMPLAINT PROCEDURES	Vaca
Revision AR 3580	Business and Noninstructional Operations DISTRICT RECORDS	Vaca
Revision BP 5116.1	Students INTRADISTRICT OPEN ENROLLMENT	Freeman Ridge
Revision BP 5117	Students INTERDISTRICT ATTENDANCE	Freeman Ridge
Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Cline

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

G.3 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.

The Board will now convene in closed session to consider the items listed under Closed Session.

G.4 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. 16-02 (Action Item)
3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
 - Association(s): OEA, OSSA, CSEA;
 - and All Unrepresented Personnel – Administrators, Classified Management, Confidential
4. Pursuant to Section 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.

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

Section G
CONCLUSION
(Continued)

G.4 Closed Session (continued)

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

G.5 Reconvene to Open Session

G.6 Report Out of Closed Session

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

REMOVAL/SUSPENSION/EXPULSION OF A STUDENT

(Education Code 48912; 20 U.S.C. Section 1232g)

Case No. 16-02 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, O’Leary __, Morrison __ Cordes __, Robles-Solis __

ADJOURNMENT

Moved:
Seconded:

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

OATH OF OFFICE

OXNARD SCHOOL DISTRICT

STATE OF CALIFORNIA }
 }
COUNTY OF VENTURA } **ss.**

As a Governing Board Member of the **OXNARD SCHOOL DISTRICT**

I, _____

do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature

Address

City State Zip

Subscribed and sworn to before me
this ____ day of _____, 20____.

By: _____
 Signature

 Title

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 12-7-16

- A. Preliminary X
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Schedule of Board Meetings For 2017

This is the time the Board of Trustees can discuss the options of changes to the meeting date or time of the board meetings for January through December 2017.

Month	Meeting Dates	Reasoning
January 2017	One Meeting Wednesday, January 18, 2017	Winter Break December 19, 2016 through January 8, 2017
April 2017	One Meeting Wednesday, April 19, 2017	Spring Break April 3 rd through April 14, 2017 No Students
July 2017	District Goes Dark No Meetings	No Students/Offices Closed
November 2017	One Meeting Wednesday, November 1, 2017	Veterans Day Holiday 11-10-17 Thanksgiving Holiday 4 th week of November 2017 (11-20-17 thru 11-24-17)
December 2017	One Meeting Wednesday, December 6, 2017	Winter Break December 18, 2017 through January 5, 2018

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees review the school year calendars and indicate when and how many board meetings will be held during the 2017 year for planning purposes.

ADDITIONAL MATERIAL:

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



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(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	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	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: 12-7-16

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”

Oxnard School District

2016-2017 School Calendar

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

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

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

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

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

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

July

4 Independence Day Holiday

August

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

September

5 Labor Day Holiday

October

31 SIP Day (No Students)

November

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

December

16 Minimum Day Teachers and Students
 19-30 Winter Break

January 2017

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

February 2017

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

March 2017

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

April 2017

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

May 2017

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

June 2017

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

January

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

February

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

March

April

14 Spring Holiday
 3-14 Spring Break

May

29 Memorial Day Holiday

June

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

Calendar for Year 2017 (United States)

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

Holidays and Observances:

<p>Jan 1 New Year's Day</p> <p>Jan 2 'New Year's Day' observed</p> <p>Jan 16 Martin Luther King Day</p> <p>Feb 14 Valentine's Day</p> <p>Feb 20 Presidents' Day</p> <p>Apr 13 Thomas Jefferson's Birthday</p> <p>Apr 16 Easter Sunday</p>	<p>May 14 Mother's Day</p> <p>May 29 Memorial Day</p> <p>Jun 18 Father's Day</p> <p>Jul 4 Independence Day</p> <p>Sep 4 Labor Day</p> <p>Oct 9 Columbus Day (Most regions)</p> <p>Oct 31 Halloween</p>	<p>Nov 11 Veterans Day</p> <p>Nov 23 Thanksgiving Day</p> <p>Dec 24 Christmas Eve</p> <p>Dec 25 Christmas Day</p> <p>Dec 31 New Year's Eve</p>
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Calendar generated on www.timeanddate.com/calendar

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-I: PRELIMINARY X
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

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

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

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

On December 9, 2015, the Board appointed the following trustees to the Trust:

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

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

The Trust defines the retiree representative as “*an individual who is eligible for coverage under the plan as a retiree*”. Mrs. Sandra Rosales is no longer eligible for district-paid retiree benefits and as such, can no longer serve in that capacity. Ms. Pam Morrison is eligible and has agreed to serve in that capacity if that is the Board’s direction.

RECOMMENDATION

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

1. appoint a new Board member representative;
2. appoint Pam Morrison as the Retiree Representative, or propose a new Retiree appointment

ADDITIONAL MATERIAL

Attached: No



OXNARD SCHOOL DISTRICT



Resolution #16-18

In Appreciation to the Oxnard Chamber of Commerce

WHEREAS, the Oxnard Chamber of Commerce’s Mission “Is To Represent Business Interests And Advocate Public Policies That Promote A Healthy Economy”, and

WHEREAS, the goal of the Oxnard Chamber of Commerce is to promote the business and economic well-being of our diverse community to benefit enterprises, big and small, through advocacy, services and education, business exposure, and promotional opportunities; and

WHEREAS, the Chamber considers advocacy for its membership a top priority. Its Business Advocacy Committee is committed to scrutinizing issues affecting business on the local, state and federal levels. This dedicated group of volunteers works with elected officials in an effort to find balanced solutions to problems facing business, sour environment and government; and

WHEREAS, the Chamber took position to support Measure D – Oxnard School District’s \$142.5 million bond measure for school facilities during the November 8, 2016 Presidential General Elections; and

WHEREAS, with the support of the Oxnard Chamber of Commerce and the voting community of Oxnard, Measure D General Obligation Bond was passed by 68.11% surpassing the 55.0% required to pass; and

WHEREAS, the Chamber values the quality of life in our community and encourages economic vitality; and

WHEREAS, the Oxnard School District continuously benefits from a collaboration with the Oxnard Chamber of Commerce; and

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Oxnard School District strongly supports the Oxnard Chamber of Commerce for continuing to value, support and extraordinary dedication and professional commitment to the students of Oxnard.

Adopted this 7th day of December, 2016.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: December 7, 2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS X

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Presentation of the December 2016 Semi-Annual Implementation Program Update as an Adjustment to the Facilities Implementation Program (Morales/Cline/CFW)

On a semi-annual basis, Caldwell Flores Winters, Inc. provides the District's Board of Trustees with an update to the Facilities Implementation Program (Program), originally adopted by the Board in January of 2013. This marks the eighth semi-annual update provided to the Board.

This December 2016 report integrates the District's vision for education initiatives with the ongoing educational program, and combines the Facilities Master Plan (2012) and the Facilities Implementation Program (2013) with the adopted Master Construct Program (2016), to provide funding and sequencing solutions to implement 21st century learning environments utilizing both the remaining Measure "R" bond funds and the recently approved Measure "D" bond program, as well as other local funds, and State school facilities program grants. This update provides an integrated vision for the District's educational programs and facilities improvements for the future.

As with the prior updates, the December 2016 report contains a review of education and facilities program implementation activities completed in the preceding six months and outlines anticipated activities for the next six months. The next six-month period initiates the merger and integration of the Measure "R" Implementation Program with the Master Construct Program to create what is to be now referenced as the Master Construct and Implementation Program. It maintains the goals, vision and projects approved by the Board for Measure "R" and Measure "D" in an integrated program.

The Academic Strand Focus (K-5) and Academy (6-8) programs are now in their fourth academic year of development and continue to be the driver of facilities improvements and educational technology integration. The K-8 schools are in their third year of implementation of their Academy programs and have kindergarten through second grade students enrolled in dual language immersion. All programs continue to be integrated into the school's overall educational vision and are in the process of adding additional enrichment activities related to the academic themes.

To date, all Phase 1 Measure “R” facility improvements are either completed, under construction or in design. These efforts include the acquisition of the Seabridge elementary school site, the completion of kindergarten and science lab upgrades to 22 classrooms across eight school sites, the opening of the new Harrington K-5 campus, the construction start of the new Lemonwood K-8 school, and DSA approval of the Elm Reconstruction. The design plans for the grade 6-8 addition to Marshall are in the final stages of DSA review and approval, and the new Elm campus has been approved by DSA and a Guaranteed Maximum Price for construction is being negotiated with the District selected Lease-Leaseback firm. The new elementary and middle school site at Doris Avenue and Patterson Road is also in active negotiation and planning. During the first six-month period of 2017, ongoing Measure “R” projects will continue to be implemented and constructed as summarized above and specific Measure “D” projects approved by the Board as part of the Master Construct Program will be merged and initiated.

A revised Master Budget has been prepared that incorporates the board adopted Master Construct Program projects with the remaining Measure “R” projects currently underway. The recent passage of Proposition 51 is expected to result in the release of State funds for District projects currently on the Acknowledged list. Adjustments to the program schedule have been proposed based on the incorporation of the Master Construct Plan and Implementation Plan, projected and observed increases in construction costs, and new State legislation regarding selection of construction firms. In addition, Measure “D” was recently approved by voters, approving \$142.5 million for the facilities program.

FISCAL IMPACT

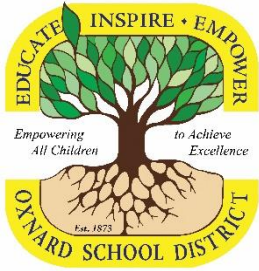
The Master Construct and Implementation Program will be funded through the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants. Overall funding is projected to increase to approximately \$440.4 million, primarily from increased bonding authority under Measure “D”. In total, \$398.4 million in program improvements are proposed to be funded over four phases, as well as an estimated \$42 million program reserve to account for unforeseen program changes that may arise due to local or State requirements. Of this amount, \$119 million is anticipated in eligible State grants and the balance is projected to be funded from \$142.5 million of Measure “D” funds. Proposed uses are consistent with the projects approved under the Measure “R” and Master Construct programs by the Board. Specific project budgets and individual timelines and schedules have been adjusted to reflect the latest estimated costs and anticipated periods for completion.

RECOMMENDATION

It is the recommendation of the District’s Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board receive the December 2016 Semi-Annual Implementation Program Update for adoption at its January 18, 2017 meeting.

ADDITIONAL MATERIAL

Attached: December 2016 Semi-Annual Implementation Program Update Report (54 pages)



December 2016



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Eighth Semi-Annual Report to the Board of Trustees



CFW
Planning and Financing Better
Schools for California Students



Prepared by:

Caldwell Flores Winters

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Veronica Robles-Solis, President
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Lisa Cline, Deputy Superintendent, Business and Fiscal Services
Robin Freeman, Assistant Superintendent, Educational Services
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services
Valerie Mitchell, Chief Information Officer

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report integrates the District’s vision for education initiatives with the ongoing educational program, and combines the Facilities Master Plan (2012) and the Facilities Implementation Program (2013) with the adopted Master Construct Program (2016). It provides funding and sequencing solutions to implement 21st century learning environments utilizing both the remaining Measure “R” bond funds and the recently approved Measure “D” bond program, as well as other local funds, and state school facilities program grants. This update serves to provide an integrated vision for the District’s educational programs and facilities improvements for the future.

The District’s schools were built across several different generations and reflect the age, design principles, and standards of their time. One generation of schools was completed from the mid 1940’s through the mid 1960’s. Another generation was completed between the 1980’s and early 2000’s. During their life cycle, the District completed one modernization cycle for all sites initially built between 1946 and 1981. A portables-to-permanent-classrooms (P2P) construction initiative to the now K-8 schools began in 2004 and concluded in 2014 with the completion of Drifill.

Soria is the last new school to be constructed in 2009 prior to implementation of the Measure “R” Program in 2013. Throughout this period, the District added a substantial amount of interim and portable classroom facilities, most of which have not been replaced with permanent facilities and are now old and in need of replacement. Programmatic approaches were also previously utilized, including the use of a multi-track year round education program that was subsequently eliminated by the District by the 2009-10 school year.

1.1 EDUCATIONAL PROGRAM

The planning and implementation of 21st century learning environments is driven by two programs — an **education program** that outlines academic achievement opportunities at the District level, and a **facilities program** that describes how capital improvements will support the implementation of the education program. The educational focus has implemented an extended day kindergarten program and the reconfiguration of intermediate grade 7-8 junior high schools into grade 6-8 middle school academy programs. All K-6 elementary schools have been reconfigured in support of a K-5 educational strand program that integrates with the feeder middle school academies. The existing K-8 educational program has been expanded to accommodate an integrated K-8 academy learning environment in support of

additional parent choice. Pursuant to Board approval, each of these is in varying stages of phased implementation given the resources readily available to the District and school sites.

The Academic Strand Focus (K-5) and Academy (6-8) programs are now in their fourth academic year of development and continue to be the driver of facilities improvements and educational technology integration. The K-8 schools are in their third year of implementation of their Academy programs and have kindergarten through second grade students enrolled in dual language immersion. All programs continue to be integrated into the school's overall educational vision and are in the process of adding additional enrichment activities related to the academic themes.

Over the past six-months, multiple training sessions have been held with site principals. These training sessions focused primarily on evaluation tools, as well as the continued implementation of the Academic Strand Focus and Academy programs across the district. Additional information is provided within this report as to the specific tasks that have been accomplished and those planned for the next six-month period.

1.2 FACILITIES PROGRAM

The Master Construct and Implementation Program integrates efforts to date associated with the implementation of Measure "R" and the activities to be launched as part of Measure "D". Measure "R" activities have been underway since passage of the measure in 2012. Measure "D" activities join the program underway as Phase 2 is to be initiated. The following provides a summary of activities undertaken and those planned for implementation.

1.2.1 MEASURE "R" IMPLEMENTATION PROGRAM

In accordance with the above educational initiatives, Phase 1 of the ongoing Measure "R" facilities implementation program has preceded with the following to date:

- Implement improved facilities at five K-5 school sites to accommodate the extended day kindergarten program
- Provide required facility construction to convert three prior intermediate schools to 6-8 middle schools to support an academy-based instructional program
- Construct improved kindergarten and science labs at six sites to expand the K-8 instructional program in support of parent choice
- Design and implement the replacement construction of three of the oldest schools in the District with two new K-5 schools and a new K-8 facility at Harrington, Elm and Lemonwood, respectively
- Acquire a new K-5 site for future elementary school expansion and construction at Seabridge
- Design and construct additional permanent grade 6-8 capacity at Marshall, prior to the construction of additional grade 6-8 long term capacity

- Deploy over 18,000 mobile devices to teachers, staff, and students in support of the academy and technology program
- Initiate an acquisition program for a combined elementary and middle school campus to accommodate projected long term enrollment growth
- Design the approved reuse of existing facilities at replacement school sites to provide additional kindergarten, transitional kindergarten and preschool facilities
- Process and file \$17.0 million in approved facility improvement grant reimbursements awaiting Proposition 51 funding

Specific details of the status of major ongoing projects are provided in this report and summarized below:

- Construction of Lemonwood is ongoing within the overall schedule established for the project. The project has received all required DTSC approvals as a required prerequisite for final CDE approval as a condition of OPSC and SAB approval and funding. Applications have been filed with OPSC for State Aid reimbursement of eligible construction costs. DSA approval of the construction plans for the associated Early Childhood Development facility is anticipated by early 2017.
- DSA approval for the Elm reconstruction project was received in August 2016 and a process for selection of a construction manager for the project was completed in October. The selected construction firm is currently in the process of soliciting bids to present a guaranteed maximum price (GMP) contract to the District. A GMP contract is anticipated to be presented in December for Board consideration, with construction commencing immediately thereafter. A groundbreaking and community reception was held on November 4, 2016 to celebrate the commencement of the Elm school replacement project and was well attended by school and District Staff, members of the nearby community and elected officials.
- DSA approval for the Marshall twelve (12) classroom building project is underway. The design team is currently addressing the plan review comments and anticipates DSA approval by the end of 2016. Due to changes in State Law, a revised process for selection of a construction manager for the project is underway for approval of the Board. Once completed, it will be utilized to initiate the process for contractor selection and to solicit bids and present a GMP contract for Board consideration. A GMP contract is anticipated to be presented at the end of the first quarter for Board consideration, with construction commencing immediately thereafter.
- In August 2016, a DSA Certification of Compliance was received for Harrington, indicating the project had been closed out with a #1 certification by DSA, marking the first time in recent District history that a facilities project had been closed out on time, with a #1 certification from DSA. At the request of staff, the design team submitted plans for exterior perimeter fencing as requested and approved by the Board to DSA in May. DSA approval was received in June, the project was awarded to a contractor on October 19, and construction began November 15, 2016. Construction is anticipated to be completed by December 30, 2016.

1.2.2 MASTER CONSTRUCT PROGRAM

In August of 2015, the Board identified a need to expand the ongoing facilities improvement program and commissioned the development of a Master Construct Program to provide the next level of facilities improvements pursuant to the District's Master Plan. After a series of reports, meetings and study sessions to review information and program options in the fall of 2015 and winter of 2016, the Master Construct Program was approved by the Board in February 2016 and a bond measure was placed on the November 2016 ballot. The Master Construct Program integrates and builds upon the programs, funding and projects identified as part of the Measure "R" Facilities Implementation Program and provides additional bonding capacity as a funding source for the next level of facilities improvements. Measure "D" was approved overwhelmingly by voters (68.11%) on November 8, 2016.

The Master Construct Program continues to replace portable facilities with permanent classrooms and aged facilities with 21st century classrooms and additional grade level K-8 capacity for projected District enrollment. The Master Construct Program implements the next level of facilities improvements as part of Phase 2 of the ongoing Implementation Program and continues with proposed additional phases to:

- Preserve existing capacity and reconstruct the District's older K-5 schools at the McKinna, Rose, Marina West and Sierra Linda locations
- Provide projected enrollment capacity needs to the extent possible and construct additional K-5 and 6-8 facilities for the planned Doris/Patterson site as well as the construction of a K-5 facility at the District owned Seabridge location
- Provide additional support spaces at the McAuliffe, Brekke, Ritchen and Ramona K-5 campuses
- Accelerate the construction of remaining Measure "R" projects

1.2.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

The next six-month period initiates the merger and integration of the Measure "R" Implementation Program with the Master Construct Program to create what is to be now referenced as the Master Construct and Implementation Program. It maintains the goals, vision and projects approved by the Board for Measure "R" and Measure "D" in an integrated program. A consolidated project list is presented in Sections 4 and 5 of this report, and is summarized below.

During the first six-month period of 2017, ongoing Measure "R" projects will continue to be implemented and constructed as summarized above and specific Measure "D" projects approved by the Board as part of the Master Construct Program will be merged and initiated as summarized below.

	Fiscal Year															
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Reconstruct:																
Harrington	Complete															
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose																
Marina West																
Sierra Linda																
Construct:																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																
Ritchen																
McAuliffe																
Additional Support Spaces:																
Ramona																
Brekke																
Ritchen																
McAuliffe																

- The planned acquisition of the 25-acre property at the Doris/Patterson site is scheduled for completion to build new K-5 and 6-8 schools at that location. Given the status of the proposed Borchard property application for annexation and the City’s own process as the lead agency, the required annexation process through the City of Oxnard by the Ventura County Local Agency Formation Commission (LAFCO) is now anticipated to require approximately 24-months. Required additional team members, including architectural and civil engineering services, will be procured to join in an accelerated formal application and schedule to accommodate the required EIR and City of Oxnard reviews and lead agency responsibilities on behalf of the District to file for LAFCO consideration.
- It is anticipated that passage of Proposition 51 will dramatically accelerate the pace of project applications throughout the State, quickly committing the State’s share of the remaining \$3.5 billion in new construction and modernization applications to those districts that have submitted shovel-ready projects. Approximately \$2.3 billion of applications that have already received DSA approval are already in line for funding, including \$17.0 million in District applications. By immediately moving forth with the design and proposed construction of McKinna, Rose, and Seabridge schools, including selection of necessary team members, the District will seek to secure its place in line for State funding and maximize its opportunity to capture additional State dollars before the anticipated depletion of program funding.

- Upon receipt of State grant fund reimbursements from prior initiated District construction projects (e.g. Harrington, Seabridge land acquisition, etc.), proceed with continuing efforts to design and modernize multipurpose rooms (MPR's) at the District's P2P K-8 schools, as identified in the Measure "R" program.

1.3 FUNDING & SEQUENCING

The Master Construct and Implementation Program will be funded through the use of Measure "R" and "D" funds, available local developer fees, and State modernization and new construction grants. Overall funding is projected to increase to approximately \$440.4 million, primarily from increased bonding authority under Measure "D". In total, \$398.4 million in program improvements are proposed to be funded over four phases, as well as an estimated \$42 million program reserve to account for unforeseen program changes that may arise due to local or State requirements. Of this amount, \$119 million is anticipated in eligible state grants and the balance is projected to be funded from \$142.5 million of Measure "D" funds. Proposed uses are consistent with the projects approved under the Measure "R" and Master Construct programs by the Board. Specific project budgets and individual timelines and schedules have been adjusted to reflect the latest estimated costs and anticipated periods for completion.

This sequencing of projects is organized and subject to optimizing available State and local funding sources as guided by the Board's semi-annual review of the Master Construct and Implementation Program. As the economy continues to gather steam, other factors such as potential increases in the District's borrowing rates, certain escalations in the costs of construction, and added approvals required of proposed projects will also substantially impact costs, schedules and therefore sequencing. The Board will be kept apprised of such matters to the extent possible and will receive a written update as part of the ongoing six-month review process.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt the Master Construct and Implementation Program
- Direct staff and CFW to proceed with its immediate implementation
- Establish a date for the next six-month review by the Board

EDUCATIONAL PROGRAM

The Academic Strand Focus (K-5) and Academy (6-8) programs are now in their fourth academic year of development and continue to be the driver of facilities improvements and educational technology integration. The K-8 schools are in their third year of implementation of their Academy programs and have kindergarten through second grade students enrolled in dual language immersion. All programs continue to be integrated into the school's overall educational vision and are in the process of adding additional enrichment activities related to the academic themes.

The work plan for 2016 called for:

- Improvement and expansion of integrated units developed during the third year of implementation for the K-5 Academic Strand Focus and second year of implementation of the K-8 Academies
- Integration of the new language arts adoption into existing integrated units
- Introduction of Project Based Learning (PBL) elements for those schools that did not attend the summer PBL training

In August 2016, a calendar of training events was established, with the first training occurring on October 26. Due to the amount of staff development provided by the District in the summer for the new language arts adoption, it was determined that both principals and teachers needed at least two months at the beginning of the school year to begin implementation of the new curriculum prior to adding any additional instructional items. In September, individual principals were contacted and provided coaching as needed or requested.

2.1 PRINCIPAL TRAINING PROGRAM

At the heart of the combined Master Construct and Implementation Program is an Educational Program that builds on initial achievements to reconfigure District schools and provide increased parent choice, and establishes an Academic Strand Focus at each grade K-5 school site as well as an Academy program at each grade 6-8 or grade K-8 school site.

Over the past six-months, multiple training sessions have been held with site principals. These training sessions focused primarily on evaluation tools, as well as the continued implementation of the Academic Strand Focus and Academy programs across the district. Staff development for site principals enabled better lead teacher training and collaborative sessions at their schools. The District is committed to

improving the capacity of District staff to evaluate curriculum for alignment with the Common Core State Standards (CCSS), Next Generation Science Standards (NGSS) and to determine the rigor and depth of knowledge required of a student to demonstrate mastery of these standards. Principals must understand how to evaluate curriculum and to impart this knowledge to their teachers for growth and sustainability of the educational program over time. To this end, group training has been provided to principals as well as one on one coaching.

The work plan established by the team established principal training sessions on October 26 and December 6 for both the K-5 and K-8 principals, each session at least two hours in length. Individual principal follow-up and coaching occurred between these sessions in September and November of 2016, and included an initial one hour session, followed by additional correspondence as needed. Several staff development goals were continued from last year, and several new goals were added, both as presented below:

- Evaluate curriculum for rigor and significant depth of knowledge as well as alignment with CCSS and NGSS
- Recognize strong and weak elements within integrated units
- Understand process for determining alignment of student products and projects called for in the integrated units with the CCSS and NGSS and the New Taxonomy
- Identify alignment of student projects to the CCSS and NGSS and how to modify or change a student project to increase cognitive rigor within integrated units
- Provide effective feedback through questioning techniques to teacher teams for improvement of weak elements
- Recognize the principles of Project Based Learning (PBL) and how these principles might be incorporated into an integrated unit
- Use of checklist, rating scales and rubrics to determine the strength of the Academic Focus or Academy Programs at each of the schools and next steps for improvement
- Learn process for developing checklists, rating scales and rubrics

Following the District's adoption of a new English language arts program prior to the 2016-2017 school year, the first K-5 and K-8 principal training group occurred on October 26. A training module was developed and presented that covered evaluation tools for use in assessing and reflecting on implementation of the Academic Strand Focus and Academy programs at each school site. As a part of the training module, new rubrics, rating scales and checklists were developed to assist principals and their staff in determining the level of development, strength, and implementation of the programs at their respective schools. Using the tools and training provided, school staff can more easily track their progress

on the continuum of development, and determine the next steps needed to improve their Academic Focus and Academy programs.

At the core of these programs is a rigorous curriculum that is organized around an academic theme that has been selected by the school staff. Academic Strand Focus and Academy programs consist of integrated units in which English language arts, mathematics, social studies (aligned to CCSS), science (aligned to NGSS), and English Language Development (ELD) standards are integrated through student projects. Teachers must assess these student projects to determine if students have met the standard and demonstrate mastery of the curriculum.

Three common ways to assess student work, including student projects, were presented in the course of ongoing training, providing extensive coaching on the use of checklists, rating scales and rubrics. Each assessment method provides advantages and disadvantages and all methods can also be used to measure and monitor implementation and quality of the underlying program.

- Checklists help to monitor and verify that component parts of a program or project are in place. However, a checklist simply acknowledges that the components exist, but does not provide a measure of quality of the component.
- Rating scales provide a continuum for scoring of the component parts and begin to offer a minimal way to respond to the quality of the program or project. Rating scales are checklists that include ranking on the degrees to which the criteria desired are present.
- A rubric is a scoring tool that explicitly represents the performance expectations for an assignment or implementation of a program. It divides the assigned work into component parts and provides clear descriptions of the characteristics of the work associated with each component, at varying levels of mastery or quality. A rubric is the most comprehensive tool for assessing a program or student project or performance. It also provides the student or implementer of the program the expectations for the quality of the work required for mastery. In addition, it provides a vehicle for a student, teacher, or administrator to self-assess how well they have done and make the necessary corrections or improvements to achieve a quality project, performance or program. It aids in creating autonomy, problem solving, and critical thinking which all results in improved student performance or improved program implementation.

Training to the group of principals included methods to develop rubrics, with the same training process made available for principals to engage with their teachers. The rubrics developed for these trainings evaluate the integrated units and Academic Focus Theme or Academies. Various criteria were developed, and each criterion evaluated and identified as being either emerging, developing, mastery, or exemplary. The rubric developed to evaluate the integrated units considered their controlling standards, student project/product, additional standards, instructional resource, materials and technology, and lesson plans. The K-5 Academic Focus Themes and K-8 Academies were thereafter evaluated on the quality of their integrated units, integrated units taught, revision of previously developed integrated units, enrichment

opportunities, elective courses offered, rubrics for integrated units, programs of study, and branding of the school.

In addition to being a tool for administrators to evaluate the state of their programs, rubrics provide a tool for teachers to use to provide clarity about the objective of the unit and what the student must do to demonstrate mastery of the content. Rubrics can be written for many of the projects that the teacher assigns to students, not just the integrated units that have been developed for the academic themes of the school.

All schools are moving forward with implementation of the Academic Strand Focus and Academy programs at differing rates. A discussion on the integration of the new language arts program into the integrated units and ways to improve implementation was held at each school site. The discussion also acknowledged that the integrated units are to be used with the new language arts textbook adoption, and guidance was given as to the implementation of the new language arts program as it relates to the Academic Strand Focus and Academy programs. Further discussions centered on how these programs support the mandate of students learning to read, write and to perform math, as well as become proficient in English. The Academic Strand Focus and the Academies support this mandate as academic achievement is improved when students are actively engaged in hands on authentic exercises that promote experiential learning as demonstrated by a well-developed integrated unit. The CCSS and NGSS require that students use the skills they have learned in meaningful, authentic problems or projects in which reading, writing, math, science and social studies are integrated. The integrated units developed within the Academic Strand Focus or Academy support the implementation of the CCSS and NGSS and will help to prepare students for the kinds of integrated state assessments they currently must take.

To aid principals in working with their staff, two comprehensive integrated units were developed to use as models during staff development. The models, which were further distributed among the principals, demonstrated an example wherein a visual or performing arts standard was used to weave in language arts, ELD, math, science and social studies standards over a seven to eight-week period.

For the December training, principals were divided into three groups depending on the level of development of their Academic Strand Focus and Academy programs and the specific needs of the principal. Those principals new to their positions within the last year benefited from a customized training group, as did veteran principals with a more developed level of exposure to the programs. The first group training was on the development of checklists, rating scales or rubrics, as previously described. Specifically, the use of rubrics helps to indicate what constitutes proficiency by students for a given assignment. Rubrics also become a tool for students to self-assess their work and make improvements, promoting student achievement. The second group training focused on determining the alignment of the standards to the student projects and how to determine the depth of knowledge and rigor of the integrated units. The third group focused on using questioning techniques and processes to use with teachers during staff development as they work to revise their integrated units to achieve more alignment to the standards and increased rigor and depth of knowledge.

Continued focus when engaging principals for individual coaching has been on removing barriers to improvement in the Academic Strand Focus and Academy programs at their school sites. Specific questions were answered about the integrated units created, how to assess the units, and how to provide feedback to the teachers for ongoing improvement. Leadership coaching was provided to encourage principals to identify strengths, explore possibilities and design new ways of approaching issues. For innovation to take place, programmatic issues must be reframed from a focus on deficits to one of assessment and improvement.

Over the next six months, the work plan will continue to support the schools with improvements to the Academic Strand Focus or Academy programs. Principals will be provided with individual feedback and training to enable each of the schools to revise their integrated units to include the new language arts adoption and to develop rubrics for those integrated units already developed.

2.2 TECHNOLOGY PROGRAM INTEGRATION

In coordination with the District's Educational Program, the Technology Program has featured an ongoing integration of new tools, capabilities, and innovations into the design and construction of new classroom facilities. Historically, schools in the District were designed and built primarily on the basis of meeting code and capacity requirements and conforming technology choices to prevailing traditions of classroom orientation and previous building design. That is why classrooms built prior to the Measure "R" Program, yet completed in the 21st century, featured a basic design and appearance largely similar to 19th and 20th century counterparts, with modern technology and educational programs shoehorned into generally predefined spaces and without consideration for the changes brought about by current educational program needs and the greater freedom from previous technological barriers. To achieve a 21st century classroom environment requires that the traditional design approach be reversed, allowing planning and technology integration to start with the educational program needs and specifications required such that classrooms or school facilities are designed "from the inside-out", first assuring that all functions and innovations sought by the educational program are achieved, followed by necessary considerations to meet code or other requirements generated by the proposed design.

This approach was harnessed for the design and construction of the new Harrington school, now nearly one year into active use of the campus, as well as the ongoing construction of Lemonwood, approved plans for Elm, and pending plan approval for Marshall. Students and teachers at the new Harrington school now frequently take advantage of learning environments that combine multiple 60" flat-screen HDTV displays, Apple TV streaming media devices, and District issued iPad mobile computing devices, along concurrently planned classroom enhancements such as floor-to-ceiling, wall-to-wall marker boards, mobile furnishing, and flexible storage.

Since the completion of Harrington school in January of 2016, efforts have included identifying continued improvement to the technology integration strategy used for future projects yet to be designed. The following recommendations were generated from District staff feedback and are proposed to be utilized in all future projects to enhance technology integration:

- Continue to equip classrooms with a flexible, multiple HDTV setup that utilizes the most up to date and user friendly technology for switching between audio/video sources
- Adjust future classroom wiring to utilize HDMI cabling for all audio/video connections given renewed confidence by the District that this option can be cost competitive to the approach used at Harrington and can maintain reliable quality over long distances
- Increase the size of the single large HDTV equipped in future Kindergarten classrooms from the 60-inch currently utilized to a 70-inch or larger option
- Improve the ability to display video, presentations, and other content in the multipurpose room for use during meetings by increasing the size of the supplied HDTV or other large projection options
- Recognize the District’s growing inventory of computer carts at many schools anticipate future deployment by providing adequate storage space in the Library and Resource Center for secure storage of this equipment as further indicated below in the Educational Specifications section

2.3 EDUCATIONAL SPECIFICATIONS

The District has adopted Educational Specifications within the Facilities Master Plan (2012), Facilities Implementation Program (2013) and Master Construct Program (2016) for guiding the design of future school facilities, as required by California Department of Education for consistency with standards under Title 5 of the California Code of Regulations. These standards include minimum requirements for various school site attributes, such as classroom size.

In the course of constructing Harrington, as well as in review of final designed plans for Lemonwood, Elm, and Marshall, educational specifications were analyzed to consider specific site needs as well as changing requirements. As directed by District staff, project architects have incorporated adjustments on pending facilities projects and future projects are to be planned in order to meet current District needs.

The following design elements are recommended to improve upon the adopted specification for future projects and may be accomplished by fully utilizing, and without adjustment to, the underlying square footage requirements contained within the previously adopted educational specifications:

- Kindergarten classrooms: Kindergarten classroom square footage of 1,120 square feet remains appropriate for use in future projects. Both attached bathrooms should be unisex and have partial doors for privacy, while still allowing the teacher visibility of the student’s feet for safety.
- Main office: Adopted specifications call for a “Work/Main Copy Room” area of 250 square feet and an adjacent “Workroom/Lounge” of 600 square feet. Where feasible, a portion of the lounge square footage containing functions for work area including copiers and supplies may be reallocated within the administrative office facility as a separate function in order to improve the

functionality of both spaces. Similarly, open areas within the main office square footage intended to function for staff conferences or workgroups may be allocated to separately partitioned space.

- Library and Resource Center: Approximately 110 square feet of the adopted 450 square feet available for storage should be configured to provide storage for computer carts.
- Classrooms: Where feasible and pursuant to recommended budgets, select upcoming K-5 projects may be modified to a 750-student specification to provide additional student capacity at reconstructed District school sites to accommodate additional flex space for fluctuations in kindergarten enrollments and increased special education needs.
- Multipurpose Room Kitchens: Consistent with the District’s operation of its food services program, a walk-in freezer shall be provided in lieu of mobile or reach-in freezers. Dry storage shall accommodate track storage shelving, wall shelving shall be provided where feasible in the cook line area, and additional work tables are to be provided in the food preparation area, in lieu of a pass-thru window. The quantity of heated holding cabinets in the cook line area and heated serving carts in the speed line area shall be increased consistent with the quantity of students being served.

The District’s Measure “R” Implementation Program adopted educational specifications for new schools based on the District’s FMP and State guidelines. These specifications were further incorporated into projects adopted under the Master Construct Program, have been used to project anticipated capacity of school facilities and estimated costs, and are presented herein for reference.

Table 1 on the following page, provides a summary of the educational specifications for K-5 facilities. It summarizes the approximate square footage required for a K-5 elementary school site serving a capacity of 700 students, unless otherwise specified, per State standards (25:1) and a capacity of 830 students under local loading standards (29.7:1).

Table 2 summarizes the educational specifications for 6-8 facilities; in particular, the approximate total square footage required for a 6-8 middle school site serving a capacity of 1,200 students per State standards (27:1) and a capacity of 1,680 students under local loading standards (35:1).

Table 3 summarizes the educational specifications for K-8 facilities, including the estimated square footage required to serve a capacity of 900 students per State standards (25:1) and a capacity of approximately 1200 students under local loading standards (31.4:1).

Table 1: Adopted K-5 Educational Specifications

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten	1,120	4	4,480
Special Ed/RSP	960	1	960
Teaching Space (Total Sq. Ft.)			27,520
Special Ed/RSP	480	1	480
Flex Office	150	1	150
Speech Office	250	1	250
Psychologist Office	150	1	150
Teaching Support Space (Total Sq. Ft.)			1,030
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Rm	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	250	1	250
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,175
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		28	
TOTAL BUILT AREA (SQ. FT.)			47,390

Source: Oxnard School District.

Table 2: Adopted 6-8 Educational Specifications

SPACE	AREA	UNITS	TOTAL
Classroom	960	41	39,360
Special Ed/RSP	960	3	2,880
Science Lab	1,200	2	2,400
Art Lab	1,200	1	1,200
Band/Orchestra Rm	1,500	1	1,500
Teaching Space (Total Sq. Ft.)			47,340

RSP	480	1	480
Counselor Office	100	2	200
Speech Office	250	1	250
Psychologist Office	150	1	150
Science Prep/Work Room	200	1	200
Visual Arts Work/Storage Rm	200	1	200
Music Instrument Storage Rm	200	1	200
Music Workroom/Office	100	1	100
Teaching Support Space (Total Sq. Ft.)			1,780

Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Asst. Principal Office	150	2	300
Conference Room	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Faculty/Staff Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Conference/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,405

SPACE	AREA	UNITS	TOTAL
Circulation Desk	100	1	100
Librarian Office	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Stacks	600	1	600
Textbook Storage Rm	300	1	300
Small Breakout Room	250	1	250
Tech Work/Storage Rm	200	1	200
Tech Room/MDF	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,000

Practice Gymnasium	9,600	1	9,600
PE Equipment Storage	400	1	400
Locker/Changing Rm	1,200	2	2,400
PE Staff Office	300	1	300
PE Staff Locker/Toilet	150	1	150
Chair/Table Storage	300	1	300
Food Prep Kitchen	650	1	650
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office	75	1	75
Toilet/Changing Rm	75	1	75
Custodial Services	100	1	100
Gym/MPR/Food Service Facility (Total Sq. Ft.)			14,250

Lunch Shelter	2,800	1	2,800
Restrooms	3,000	1	3,000

TOTAL CLASSROOMS		48	
TOTAL BUILT AREA (SQ. FT.)			74,825

Source: Oxnard School District.

Table 3: Adopted K-8 Educational Specifications

SPACE	AREA	UNITS	TOTAL
Classroom	960	28	26,880
Kindergarten	1,120	4	4,480
Science/Flex Lab	1,200	3	3,600
Special Ed Classroom	960	2	1,920
Special Ed/RSP	960	1	960
Teaching Space (Total Sq. Ft.)			37,840

RSP Room	480	1	480
Counselor Office	150	1	150
Speech Office	250	1	250
Psychologist Office	150	1	150
Science: Prep/Work Room	200	1	200
Special Ed: Independent Living	320	1	320
Special Ed: Laundry/Storage Rm	100	1	100
Special Ed: Toilet/Changing Rm	95	1	95
Teaching Support Space (Total Sq. Ft.)			1,745

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Asst. Principal Office	300	1	300
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Rm	100	1	100
Administrative Space (Total Sq. Ft.)			3,405

SPACE	AREA	UNITS	TOTAL
Control Desk	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	250	1	250
Tech Work/Storage Rm	200	1	200
Library and Resource Center (Total Sq. Ft.)			2,750

Multi-Purpose Rm	4,400	1	4,400
Chair/Table Storage	300	1	300
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Rm	200	1	200
Changing Rooms	600	1	600
PE Equipment Storage	200	1	200
Serving/Prep Kitchen	450	1	450
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			8,075

Lunch Shelter	3,600	1	3,600
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,800	1	2,800

TOTAL CLASSROOMS		38	
TOTAL BUILT AREA (SQ. FT.)			62,175

FACILITIES PROGRAM

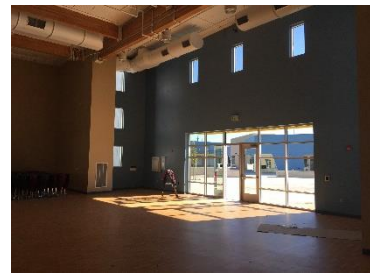
3.1 MEASURE “R” PROGRAM

To date, all Phase 1 Measure “R” facility improvements are either completed, under construction, or in design. These efforts include the acquisition of the Seabridge elementary school site, the completion of kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus

Over the last six months, work on Phase 1 has included the construction start of the new Lemonwood K-8 school, DSA approval, construction manager selection and guaranteed maximum price negotiation for the new Elm campus, and final stages of DSA review and approval for design plans for the grade 6-8 addition to Marshall. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone active negotiation and planning.

The following sections further detail the work that has been done pursuant to the Measure “R” Program and highlight expected outcomes over the next six months of program reporting. Similar status updates are provided for projects funded under the Measure “D” Program, starting at Section 3.2 of this report.

3.1.1 HARRINGTON RECONSTRUCTION



The District celebrated the grand opening of the new Norma Harrington Elementary School for student occupancy in January 2016, followed by completion of remaining parking facilities, field playground areas, access walkways and exterior lighting in April 2016, design submittal to DSA of exterior perimeter fencing in May 2016, and DSA fencing approval in June 2016. Remaining construction work to complete exterior perimeter fencing is underway, with completion anticipated by the end of the year.

On August 16, 2016, notice of completion was filed with the Ventura County recorder, bringing the project to final closeout. On August 30, 2016, a DSA Certification of Compliance was received, indicated that the

project had been closed out with a #1 certification by DSA. This achievement marked the first time in District history that a facilities project had been closed out on time, with a #1 certification from DSA.

The reconstruction of Building 4 of the original campus for use as an Early Childhood Development facility remains as the final phase of work at the Harrington site. The facility will provide classrooms for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. The plans were submitted to DSA in November 2015 and were approved July 22, 2016. The project is currently awaiting funding based on the completion of Elm and Marshall and sufficient state aid reimbursement to be received by the District from completed prior projects, including the new facilities elsewhere at the Lemonwood site.

3.1.2 LEMONWOOD RECONSTRUCTION

Construction work continues apace on the Lemonwood Reconstruction project, with total completion to date at approximately 7% of the entire multi-phase scope of work. At time of publishing for this report, the builder had achieved partial framing of the 2-story classroom building, anticipating complete framing by the end of the year. The Multipurpose building has proceeded with excavation required for its foundation along with placement of crushed rock and geogrid materials required to stabilize the location in advance of pouring the foundation, anticipated by December 2016. Work continues on establishing required utility connections to the City street for communications, sewer, and water service, with anticipated interruptions to the existing Lemonwood campus during this utility upgrade strategically scheduled to occur only over the Thanksgiving and December holidays, and complete by year end.



The project previously received preliminary approval by the California Department of Education (CDE), pending outcome of review by the Department of Toxic Substances Control (DTSC). All required environmental studies for the project have since been completed, with final approval by DTSC indicated by a “No Further Action” letter received in September 2016. During excavation for building foundations, an abandoned concrete pipe and abandoned petroleum pipeline were encountered, necessitating DTSC approval of a specific work plan to address removal of these pipelines. On Friday, November 18th a complete application was submitted to CDE at its Sacramento office, reflecting the completion of required DTSC activities and approval. It is anticipated that CDE will complete its review and provide final approval before the end of the year, thereby satisfying application requirements with OPSC for State Aid Reimbursement of eligible construction costs.

Construction, which began in May 2016 following an April groundbreaking, is proceeding on schedule and on budget despite the unforeseen pipeline condition, under a Guaranteed Maximum Price (GMP) construction contract of approximately \$29.6 million and corresponding lease leaseback agreements for construction of the Lemonwood project, as approved by the Board in March 2016. Construction is planned to occur over two phases to minimize disruptions to the ongoing educational program with a scheduled construction completion in 2018.

When its phased construction is complete, the new Lemonwood school will accommodate 900 students by State standards in grades K-8, including 28 general purpose classrooms, 4 Kindergarten classrooms, 3 science/flex lab classrooms, and 2 special education classrooms. Specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms will also be provided. The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus for use as an Early Childhood Development facility. Six modernized classrooms will provide space for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. The construction plans for this phase of work were submitted to DSA in November 2015. The plans have undergone initial review by DSA, are awaiting response to comments by the project architect, and thereafter expected to be held until the completion of Elm and Marshall are achieved and sufficient state aid reimbursement is received by the District from completed prior projects, including the new facilities elsewhere at the Lemonwood site.



3.1.1.3 ELM RECONSTRUCTION

The Elm reconstruction project replaces the site's original 1948 facility with 25 new permanent classrooms to serve up to 600 students per State standards and to maximize reimbursements eligible from the State's School Facilities Program new construction grants.

Final DSA approval was received in late August 2016. On August 31, 2016, a Request for Proposals (RFP) to develop a Guaranteed Maximum Price (GMP) for the Elm Reconstruction Project was issued to the District's six prequalified firms. Three of the six invited firms declined to participate in the selection process. On September 23, 2016, three proposals from the remaining firms were received. Shortly after, the District completed a competitive selection and interview process to recommend a builder for Board consideration subsequent to negotiation of a GMP. The recommended firm, announced to the Board in

October 2016, has now undergone its subcontractor bidding process, continues to develop details of its logistics plan and coordination of utility connections, storm water plan, and City permits, and is preparing to present its proposed GMP by early December for District staff review and Board consideration.

Construction is anticipated to commence in early 2017, and is scheduled to be completed within 18 months of award of the construction contract. The project also continues to undergo required final environmental analysis by the DTSC, which will be followed by the filing of an application for New Construction grants with OPSC upon receipt of final DTSC and CDE approvals. The next semi-annual report is anticipated to provide a summary on the construction status of the project as well as document the outcome of pending State agency reviews.



The District's original 2013 and subsequent established "all-in" budget for the project of approximately \$21.1 million, inclusive of all soft costs, hard construction costs, any and all contingencies, and furniture, fixtures and equipment, has been analyzed with respect to proposed GMP estimates from the recommended builder, including their cost estimates for direct construction cost, general conditions, bid markups, bonding, insurance costs, and construction contingency. Given the aforementioned budget for a total development cost of \$21.1 million, subtracting a total of \$4.7 million representing soft costs expended to date plus anticipated remaining soft costs through the end of the construction, as well as subtracting an anticipated GMP of \$20.5 million, yields a difference of \$4.1 million. This \$4.1 million represents the total requested adjustment to the project's "all-in" budget, pursuant to the Board's approval utilizing available program reserve funding.

3.1.4 MARSHALL NEW CLASSROOM BUILDING

The Board has approved the construction of a twelve (12) classroom building at Marshall to meet the interim 6-8 grade level capacity required until a new middle school is constructed and to provide Marshall with additional classrooms and a long-term K-8 educational program option. Upon completion, the facility

will contain 40 permanent classrooms with a capacity to house 900 students per State standard for K-8 school facilities.



The project has been submitted to DSA and the design team received initial plan check review comments from DSA in June 2016. The design team is currently addressing these plan review comments, as well as ongoing requests by DSA including additional structural and geotechnical calculations, and is working towards DSA approval by the end of 2016.

Additionally, the District has completed the required California Environmental Quality Act (CEQA) studies and a Mitigated Negative Declaration was approved by the board in August 2016. An application for New Construction funding is anticipated to be filed subsequent to the approval of the construction plans by DSA and an update to the site's earlier approval by the Department of Toxic Substances Control.

Due to changes in State Law, a revised process for selection of a construction manager for the project is underway for approval of the Board. Once completed, it will be utilized to initiate the process for contractor selection and to solicit bids and present a GMP contract for Board consideration. A GMP contract is anticipated to be presented at the end of the first quarter for Board consideration, with construction commencing immediately thereafter. The overall schedule has been adjusted to accommodate these delays.

3.2 MEASURE "D" PROGRAM

In early 2016, the District reviewed alternate methods to extend the scope of Measure "R", and additional funding and sequencing requirements to implement an integrated program for the next set of proposed improvements for Board consideration. A program was designed to work in tandem with the Measure "R" Implementation Program by adopting its programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing its scheduling, sequencing, and cash flow requirements to leverage the next level of proposed improvements. At its March 16, 2016 meeting, the Board adopted a plan to integrate Measure "R" projects, including those summarized above, with proposed Measure "D" bond projects detailed by a Master Construct Program. Measure "D" was approved by voters on November 8, 2016, authorizing \$142 million in bonds to fund additional school improvements throughout the District. At the same time, California voters approved Proposition 51, authorizing the State to issue bonds replenishing its Modernization and New Construction programs.

As provided in the Master Construct Program, the following facilities projects are proposed to be initiated at this time:

- Reconstruction of McKinna K-5
- Construction of Seabridge K-5
- Reconstruction design for Rose K-5
- Construction of Doris/Patterson K-5
- Construction of Doris/Patterson 6-8

These initial projects are to be launched pursuant to the scope of work detailed in the Master Construct Program and have been strategically sequenced in the order listed above in order to optimize State Aid as the Office of Public School Construction begins to reinitialize its ability to award grant funding under the School Facilities Program pursuant to recent voter approval of Proposition 51.

It is anticipated that Proposition 51 passage will dramatically accelerate the pace of project applications throughout the State, quickly committing the State's share of the remaining \$6.0 billion in new construction and modernization projects to those districts that have submitted shovel-ready projects. Approximately \$2.3 billion of applications that have already received DSA approval are already in line for funding, including \$17.0 million in District applications. By immediately moving forth with the design and proposed construction of McKinna and Seabridge schools, including necessary team members, plus the design for Rose school, the District will seek to secure its place in line for State funding and maximize its opportunity to capture additional State dollars before the depletion of the program. Efforts at Doris/Patterson to complete the land purchase, obtain City and LAFCO approval, and complete a required Environmental Impact Report over the next 24 months, will further enhance the District's ability to secure State funding for the land acquisition, site development, and facility construction portions of the new K-5 and 6-8 school projects at that site.

The following sections further detail the expected outcomes over the next six months of program reporting for Measure "D" funded projects.

3.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

McKinna Elementary School was constructed in 1954, with 17 permanent and 14 portable classrooms. It is among the oldest schools in the District and was assessed under the adopted Master Construct Program as needing extensive modernization throughout its administration building, kindergarten facilities, classrooms, MPR/food service facility, and support spaces, as well as improving technology infrastructure, playfields, and vehicular areas.

Recognizing these conditions, the Master Construct Program prioritized the reconstruction of the McKinna campus with an entirely new set of facilities, built according to modern State codes, District

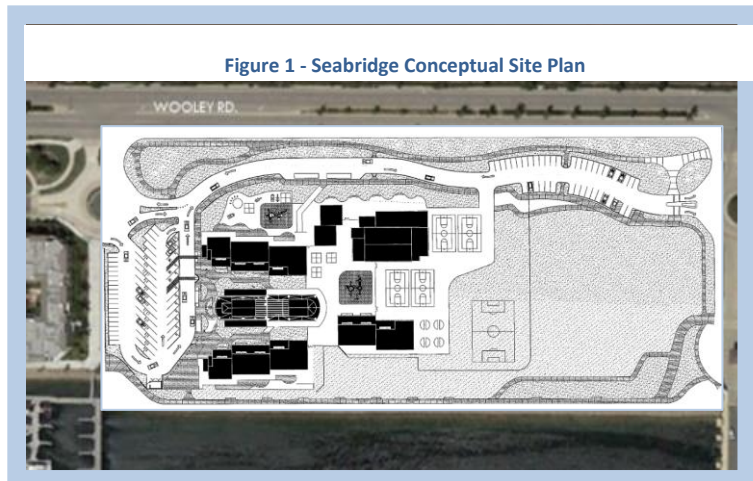
specifications, and 21st century educational program requirements. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. Conceptually, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school construction. The new facility will be accessed from a new parking and drop-off provided at “N” Street. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

It is now recommended that McKinna be constructed with an increased number of classrooms in order to provide additional District K-5 capacity relief as well as maximize the District’s potential State aid reimbursement from the project. The adopted specification for the project is proposed to be modified from 28 classrooms loaded to 700 students at State standards to 30 classrooms loaded to 750 students at State standards. Based on the District’s adopted Master Construct Program, revised specifications for a 750-student K-5 facility, and current construction costs evidenced by recent estimates conducted for the Elm reconstruction project, this report recommends establishing a budget to reconstruct McKinna at approximately \$31 million in current dollars.

Selection of an architect for the project is anticipated to commence in early 2017, with site design aided by similarities shared with the Harrington school. A preconstruction firm will be selected to provide feedback throughout the design to maintain a design that can be constructed within the project budget. Design is anticipated to be complete by late summer 2017, thereafter prompting required review and approval by the Division of the State architect, before construction can commence in 2018.

3.2.2 SEABRIDGE NEW CONSTRUCTION

The District acquired the Seabridge school site in June 2013 and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. As reported in June 2016, State funding had been oversubscribed, with a reimbursement pending new State bonds. Given the passage of Proposition 51 in November 2016, which now provides the State authorization to replenish the State facilities funding programs, the District’s application for funding may be anticipated for State processing in mid-2017. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer’s request for a drainage retention basin on the District’s property and design of the joint use park. These activities are also being coordinated with the District’s legal counsel.



Pursuant to State and CDE approvals, the 8.8-acre site has been approved by the Coastal Commission and conceptually site planned to accommodate 630 students, pursuant to State loading standards. It is also intended to be operated as a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. The proposed school will include necessary classrooms, a library, multipurpose room, hardcourt play areas and required support facilities. Based on the conceptual site plan, adopted Board specifications for K-5 school facilities, and current construction costs, this report recommends establishing a budget to construct Seabridge, funded from Measure “D” proceeds, at approximately \$28.6 million in current dollars.

Selection of an architect for the project is anticipated commence in the first quarter of 2017, with particular attention paid to the firm’s ability to comply with anticipated California Coastal Commission requirements. A preconstruction firm will be selected to provide feedback throughout the design to maintain a design that can be constructed within the project budget. Design is anticipated to be complete in the second half of 2017, thereafter prompting required review and approval by the Division of the State architect before construction can commence.

3.2.3 ROSE ELEMENTARY RECONSTRUCTION

Rose Elementary was built in 1965 on a 9.3-acre site and is operated as a K-5 school with 31 permanent classrooms and 3 portable classrooms. As with McKinna, the Master Construct Program assessed the need for extensive modernization to provide a new media center, modernized classrooms and MPR/food service building, upgraded electrical and other utilities, and improved playfields, vehicular areas, lunch shelters, and play equipment. In lieu of a costly renovation, the Master Construct Program adopted a reconstruction plan for the campus that locates all new facilities in the south half of the site along La Puerta Avenue, where playfields currently exist, enabling the existing Rose Elementary to continue in operation until construction is complete. Upon completion, the north half of the site would be demolished and replaced with new playgrounds, hard courts, and play fields.

Again, mirroring the recommendation for McKinna, this report seeks the Board’s consideration to construct Rose with an increased number of classrooms in order to provide additional District K-5 capacity relief as well as maximize the District’s potential State aid reimbursement. The adopted specification for the project is proposed to be modified to 30 classrooms loaded to 750 students at State standards. Based on the District’s adopted Master Construct Program, revised specifications for a 750-student K-5 facility, and current construction costs, this report recommends establishing a budget to reconstruct Rose at approximately \$30.2 million in current dollars. In an effort to maximize available State reimbursements, the design of Rose has been accelerated to 2017. This allows the District to submit for State funding for the project earlier than originally planned to maximize available funding.

3.2.4 DORIS/PATTERSON NEW CONSTRUCTION

The District has elected to proceed with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new K-5 and 6-8 middle school facility, plus the potential to

accommodate a District administrative center. Various preliminary environmental studies of the property have been conducted and the site has received preliminary approval from the California Department of Education. The District and property owner continue to have fruitful discussions on the acquisition of the site based on a negotiated acquisition price and terms. Over the last several months, discussions have addressed a range of solutions required to advance pending negotiations, and have incorporated a review of anticipated housing development, developer mitigation agreements, consideration for utility access, accommodation of site testing and inspection, and future development of roads and site circulation.

With the identification and anticipated selection of several required professional services, including civil engineering, architecture, and entitlement consulting, planning efforts over the next six months will continue to coordinate presentations as needed with the Ventura County Local Agency Formation Commission (LAFCO) regarding required annexation efforts for the property, as well as coordination with various local agencies and staff, including the City of Oxnard. During this process, preliminary architectural design concepts will be required to be developed and will be brought for Board action as needed.

The environmental review process is also underway. As approved by the Board, an environmental consultant has been selected to prepare an environmental impact report required under the California Environmental Quality Act for the site. As required by the Department of Toxic Substances Control (DTSC), a Phase I Environmental Site Assessment has been completed and a Level II Environmental Assessment begins in December 2016 to perform soil sampling, testing, analysis, and reporting as required by the State. Once completed, findings will be presented to the Board for further consideration.

The proposed site has been planned to accommodate construction of a new grade 6-8 middle school for 1200 students with 48 teaching stations and requisite support facilities and a grade K-5 elementary school for 700 students with 28 teaching stations and requisite support facilities, both per State standards. Based on these specifications and current construction costs this report recommends establishing a budget to construct the K-5 school at approximately \$29.6 million in current dollars and to construct the 6-8 school at approximately \$49 million in current dollars, funded from Measure “D” proceeds.

3.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of project updates, as presented through an ongoing series of workshops and policy discussions. At this time, the Board may wish to consider accepting proposed recommended modifications to the Master Construct Program that include:

- Reconstruction of McKinna as a 750-student facility with a project budget of \$31 million
- Construction of Seabridge as a 630-student facility with a project budget of \$28.6 million
- Reconstruction design of Rose as a 750-student facility with a project budget of \$30.2 million
- Construction of Doris/Patterson K-5 as a 700-student facility with a project budget of \$29.6 million
- Construction of Doris/Patterson 6-8 as a 1200-student facility with a project budget of \$49 million

Pursuant to Board adoption of the recommendations included in this report, the program team will continue a workplan of developing the above projects, along with ongoing Measure “R” projects, and will return to the Board with updates periodically as well as upon the next semi-annual report.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities identified in this report for the Master Construct and Implementation Program. Major funding sources include Measure “R” bond proceeds, developer fees, Mello Roos funds, capital program balances, and future general obligation bond proceeds under the recently approved Measure “D”. The program also seeks to maximize State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program and the recently approved Proposition 51 bond measure.

To date, all Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. On November 8, 2016, District voters approved Measure “D”, a \$142.5 million general obligation bond to fund additional facilities improvements. Also on November 8, California voters approved Proposition 51, a \$9.0 billion State Bond, with \$6.0 billion allocated for funding of K-12 school modernization and new construction grants under the SFP. To date, approximately \$17.3 million in State aid reimbursement applications have been submitted by the District to the State for grant funding and await allocation from SAB. A plan for submitting additional State aid applications is included in the following portions of this section.

4.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible public school districts through the SFP. OPSC operates various programs pursuant to State Law and provides projects to be considered by the State Allocation Board (SAB) for specific funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs. Pupil grant amounts are periodically reviewed for increase by the SAB.

The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion of the cost of an eligible project from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district’s general fund.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school improvements by California voters. With the November approval of Proposition 51, \$3.0 billion is earmarked for K-12 new construction programs, and \$3 billion for K-12 modernization programs. Up to this point, the State has been accepting applications as of the date they were submitted and has been allocating approvals by establishing a dual list system. There are currently \$1.78 billion worth of projects already approved by DSA and CDE, the Acknowledged List, which includes \$1.23 billion in new construction funding and \$550.1 million worth of projects awaiting modernization funding from Proposition 51. An additional \$369.9 million worth of projects are on the True Unfunded List, which pursuant to AB 55, are to be funded based on remaining State bond authorization, prior to Proposition 51. Collectively, the \$2.15 billion worth of projects identified on the above lists will be processed based on the date and order applications were received. The True Unfunded List represents projects with the earliest date order received. The District currently has \$17.3 million of projects on the Acknowledged List from the modernization of Fremont (\$925,128) and McAuliffe (\$101,225), the land acquisition for Seabridge (\$6,517,350), improvements to Driffill (\$1,484,604), and the reconstruction of Harrington (\$8,581,638).

At a post Proposition 51 election meeting, OPSC staff has communicated that it is anticipating further direction on moving forward with the restart of the SFP program from the SAB at the January 2017 meeting. Likewise further direction is anticipated at that time on how to proceed with the SFP program. At this time, they anticipate that the existing SFP regulations will continue with the AB 55 projects being the first to be apportioned. Any implementation of Proposition 51 funding and additional processing of applications will require OPSC to restaff its operations and to reseal SAB members that may be appointed in the interim.

The Board will be kept posted in the interim as necessary to update any changes to the SFP as a result of these actions. The Master Construct and Implementation Program has been designed to optimize available and anticipated State grants for planned improvements with the District continuing to participate in the SFP for modernization and new construction. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are catalogued as well and projected applications for potential funding of additional projects are also presented.

4.1.1 STATE AID MODERNIZATION

The State's Modernization Program provides state funds on a 60-40 state and local sharing basis for improvements that educationally enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards

of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.

- Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The pupil grant is currently \$4,049 for grades K-6 and \$4,283 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under SB 50, the State provides the option of a “like for like” approach towards utilizing available modernization eligibility towards new construction. The “like for like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction eligibility pupil grants and are in addition to any available new construction funding. Funds allocated under “like for like” would be based on the modernization grant eligibility on a site by site basis. The District has previously utilized this strategy for the Harrington reconstruction project, and will continue to utilize it where applicable on the planned reconstruction projects.

Table 4: Estimated Modernization Eligibility - 60-40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	29	0		2	\$202,450	27	\$2,733,075	0		\$2,935,525
Chavez	27	0		0		0		27	\$2,733,075	\$2,733,075
Curren	37	0		0		2	\$202,450	35	\$3,542,875	\$3,745,325
Driffill	22	0		0		0		22	\$2,226,950	\$2,226,950
Elm	31	0		19	\$1,923,275	0		12	\$1,214,700	\$3,137,975
Frank	52	0		45	\$5,203,845	5	\$578,205	2	\$231,282	\$6,013,332
Fremont	36	0		2	\$231,282	0		34	\$3,931,794	\$4,163,076
Harrington	3	0		3	\$303,675	0		0		\$303,675
Haydock	37	32	\$3,700,512	0		5	\$578,205	0		\$4,278,717
Kamala	33	0		5	\$506,125	1	\$101,225	27	\$2,733,075	\$3,340,425
Lemonwood	32	3	\$303,675	7	\$708,575	0		22	\$2,226,950	\$3,239,200
Marina West	31	4	\$404,900	6	\$607,350	0		21	\$2,125,725	\$3,137,975
Marshall	27	0		0		0		27	\$2,733,075	\$2,733,075
McAuliffe	39	34	\$3,441,650	2	\$202,450	2	\$202,450	1	\$101,225	\$3,947,775
McKinna	31	7	\$708,575	4	\$404,900	3	\$303,675	17	\$1,720,825	\$3,137,975
Ramona	52	0		24	\$2,429,400	0		28	\$2,834,300	\$5,263,700
Ritchen	30	28	\$2,834,300	2	\$202,450	0		0		\$3,036,750
Rose	34	0		3	\$303,675	0		31	\$3,137,975	\$3,441,650
Sierra Linda	37	8	\$809,800	8	\$809,800	0		21	\$2,125,725	\$3,745,325
Soria	0	0		0		0		0		\$0
Total	620	116	\$12,203,412	132	\$14,039,252	45	\$4,699,285	327	\$33,619,551	\$64,561,500
Submitted Applications										
Project 1 - Fremont	8		\$925,128							
Project 1 - McAuliffe	1		\$101,225							
	9		\$1,026,353							
Remaining Eligibility	107	\$11,177,059		132	\$14,039,252	45	\$4,699,285	327	\$33,619,551	\$63,535,147

Table 4 summarizes the District’s eligibility for State modernization grants for permanent and portable facilities, provides a summary of submitted applications, and illustrates remaining eligibility after applications are submitted. These are estimated based on an inventory maintained by the District for each school site relative to age of classroom facilities. This amount takes into consideration previously filed applications that are pending an apportionment. By 2020, the District is projected to be eligible for an additional \$14.0 million in Phase 2 funding. Thereafter, an additional \$4.7 million is estimated by 2025 and \$33.6 million by 2029. All modernization projects require a local match to be provided by the District, unless Financial Hardship is utilized.

In Phase 1, there is approximately \$12.2 million in State modernization eligibility (including prior modernization applications awaiting apportionment). Eligibility for Sierra Linda, McKinna, Marina West, and Lemonwood is proposed to be applied under a “like for like” program towards the new construction of replacement facilities. Eligibility for McAuliffe, Haydock, and Ritche is proposed to be utilized for MPR modernization. Phase 2 eligibility will similarly be applied under the “like for like” for the reconstruction of Elm, Marina West, Sierra Linda, McKinna and Rose. Eligibility for Fremont, Kamala, McAuliffe, Ritche and Ramona is proposed MPR and modernization improvements. Thereafter, remaining modernization eligibility will be allocated to remaining projects based on the required sequencing at that time and as may be modified by the Board.

4.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the amount of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved, a district may apply for funding on a 50/50 State grant/local match basis. The pupil grant is currently \$10,634 for grades K-6 and \$11,247 for grades 7-8, and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and

general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 5 summarizes the District’s estimated new construction eligibility. No changes in new construction eligibility are reported since the July 2016 update. The District is eligible for approximately \$71 million in new construction grants, including \$60.5 million for grades K-6 and \$10.5 million for 7-8 grade levels. These amounts continue to be subject to a local match requirement by the District equal to the amount of the total State grant. If enrollment continues to grow, the amount of State eligibility for new construction is expected to increase. The estimated eligibility is available district wide, but subject to the availability of funding from the SFP.

Table 5: New Construction Eligibility (50/50)

Grade Level	Eligible Pupils	Grant Value (2016)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	\$10,634	\$60,518,094	\$60,518,094
7-8	932	\$11,247	\$10,482,204	\$10,482,204
Total	6,623		\$71,000,298	\$71,000,298

**Does not include State reimbursements for land acquisition.*

4.1.3 FINANCIAL HARDSHIP FUNDING

The State also provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. At this time, it appears that the District may be eligible for financial hardship. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Proposition 39 Bond
- District total bonding capacity of less than \$5 million

In addition, it must meet at least two of the following criteria:

- District has placed on the ballot within the last four years a local general obligation bond
- Bond received at least 50 percent yes votes
- Debt has been issued for capital outlay obligations at a level of at least 30 percent of the district’s total bonding capacity
- At least 20 percent of the district’s teaching stations are relocatable classrooms

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35, 40, 10) are required throughout the project period that a District is in Hardship funding and at “close out”. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for planning funds for site acquisition, DSA submittals and construction.

The Oxnard District has exceeded its net bonding capacity and meets more than two of the subsequent criteria, including the 30 percent capital outlay obligations and the teaching station requirement. Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project.

Use of modernization financial hardship is proposed to be used strategically, with careful consideration to minimize the impact on the use of other sources of funding as identified above. Based on this, the best time to utilize financial hardship is assumed to be to reconstruct Marina West and Sierra Linda utilizing both new construction and modernization grants. All remaining phasing and budgeting for Measure “R” and the Master Construct Program assume the use of the Basic Program and the Enhanced Program, without financial hardship. However, this could change as the State program continues to unfold and as local conditions may change such as substantial escalation in construction costs and/or interest rates. On this basis, the Board will receive periodic updates on the status of the State aid program, its impact on existing or proposed applications and the Districts overall strategy to leverage additional State aid.

4.1.4 REMAINING AND PROPOSED USE OF NEW CONSTRUCTION ELIGIBILITY

Table 16 presents the New Construction applications that have been filed with the OPSC, indicating approximately \$16.6 million in submitted applications. This amount represents the estimated base grant and excludes any additional anticipated allowances for site development and SDC pupils, which may increase the potential overall grant amount upon apportionment. Per the current regulations, the District has secured its place in line for these applications as part of the State’s “Acknowledge List”. OPSC has reviewed these applications to confirm that all necessary documents have been provided and has submitted the applications to the State Allocation Board (SAB) for acknowledgment, but not approval. Once bonding authority is replenished from Proposition 51, applications are proposed to be placed before the SAB for approval and apportionment based on their date of acknowledgement.

Taking into consideration the applications that have been filed, the District’s total remaining eligibility is estimated to be \$60.9 million of remaining pupil grants, based on the State’s 50/50 match program. The State does not deduct pupil grants from the total eligibility for land acquisition, therefore pupil grants are not reported for the Seabridge land purchase and the grant amount is not deducted from the eligibility.

Table 6: Submitted New Construction Applications

	Pupil Grants			Est. Grant
	K-6	7-8	Total	Amount
Current Eligibility	5,691	932	6,623	\$71,000,298
<i>Less applications filed for:</i>				
Harrington School	807	0	807	\$8,581,638
Driffill	0	132	132	\$1,484,604
			Subtotal	\$60,934,056
<i>Plus Seabridge Land Purchase¹</i>				
				\$6,517,350
Total	807	132	939	\$67,451,406
Total grant amount remaining	4,884	800	5,684	\$60,934,056

1. No pupil grants required

Table 7: Anticipated Remaining New Construction Applications

	Remaining New Construction Grants			Grant Amount
	K-6	7-8	Total	
Remaining pupil eligibility	4,884	800	5,684	\$60,934,056
<i>Less grants for Measure "R" projects to be used at:</i>				
Elm	600	0	600	\$6,380,400
Lemonwood	656	279	935	\$10,113,817
Marshall	108	216	324	\$3,577,824
Total grants used	1,364	495	1,859	\$20,072,041
<i>Less grants for Measure "D" projects to be used at:</i>				
Reconstruction of McKinna	750	0	750	\$7,975,500
New K-5 at Seabridge	625	0	625	\$6,646,250
Reconstruction of Rose	745	0	745	\$7,922,330
New K-5 at Doris/Patterson	700	0	700	\$7,443,800
New 6-8 at Doris/Patterson	0	305	305	\$3,430,335
Total grants used	2,820	305	3,125	\$33,418,215
<i>Less grants for Financial Hardship to be used at:</i>				
Reconstruction of Sierra Linda	700	0	700	\$14,887,600
Total grants used	700	0	700	\$14,887,600
Total grants remaining	0	0	0	\$0

Table 7 provides a summary of proposed new construction applications to be submitted under the proposed Master Construct and Implementation Program. Approximately \$20.1 million is anticipated to be reimbursed from Measure "R" Phase I projects including Elm, Lemonwood, and Marshall. Additional future applications are anticipated for the new school projects identified under the Master Construct Program. Approximately \$33.4 million is anticipated to be filed for five new school projects under the State's 50/50 matching program. A local match would be required to obtain State funding for these future projects, plus any additional amounts necessary to complete the total required school construction costs identified in this report. In the final phase of implementation, a Financial Hardship strategy is proposed to be used to reconstruct Sierra Linda garnering an estimated \$14.8 million. As such, the grant amount shown in the below table for financial hardship counts both the state and local match for the project. The

strategy put forth above maximizes available state funding of \$84.9 million collectively from new construction grants to achieve the greatest benefit for the District with the funds available.

4.2 DEVELOPER FEES

Developer fees are fees that are paid by residential property developers to school districts to mitigate the impact created by new residential development within a school district's boundaries on the demand for school facilities. Fees are paid to a school district as a condition of obtaining a building permit from the city or county for a construction project. The fees are typically assessed on a square foot basis and can vary by the property's intended use.

In April 2016, the District adopted a Residential Development School Justification Study in order to continue collecting Level 1 developer fees and a School Facilities Needs Analysis to establish and justify the collection of Level 2 developer fees. On February 24, 2016, the State Allocation Board increased the maximum residential Level 1 developer fee rate authorized by Section 17620 of the Education Code from \$3.36 to \$3.48 per residential building square foot for unified school districts. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District can collect 66.0%, or \$2.30, of the maximum Level 1 developer fee per square foot for all new future residential units built within the District's boundaries. However, subject to an additional District School Facilities Needs Analysis that justified a higher rate, the District adopted a Level 2 developer fee at a rate of \$3.46 per square foot rate for new residential development. Based on projected development from the District's development fee study consultant, an estimated \$37.5 million is anticipated to be collected over the next ten years,

4.3 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements in California. More than 600 school districts in the State have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Proposition 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

The Master Construct and Implementation Program utilizes two G.O bond measures: Measure "R" approved by voters in 2012 and Measure "D" approved by voters on November 8, 2016. Measure "R" authorized the sale of \$90 million in G.O. bonds and has been used to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, and Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all bonds from Measure "R" have been sold and the District is awaiting State reimbursements to fund additional projects.

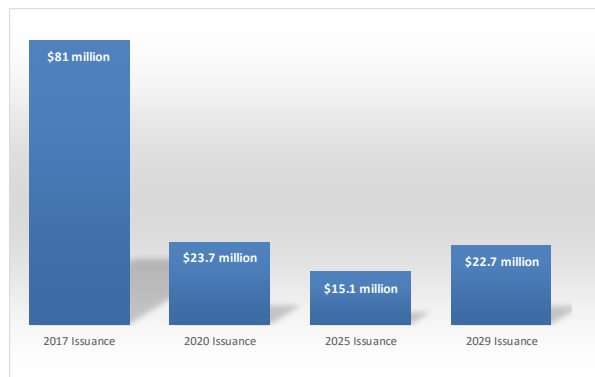
Measure "D" authorized the District to issue \$142.5 million in G.O. bonds to construct additional improvements. Proceeds from Measure "D" will also be used to meet the local match requirement for

State school facility grants and to fund proposed improvements directly. Figure 16 provides an estimated schedule for the issuance of bonds under Measure “D” and a projection of the amount of bond proceeds available from each series of bonds.

The bonds are being issued pursuant to Proposition 39 which requires that the issuance of bonds be accomplished within a projected tax rate of \$30 per \$100,000 of assessed valuation. As an additional requirement and as highlighted in the Master Construct Program, the initial tax rate of the first series of bonds is being set at an initial estimated tax rate in the first year of \$18 per \$100,000 of assessed value, rising thereafter as other outstanding bonds are repaid.

Specifically, the combined annual tax rate in effect for all outstanding bonds is projected to decrease by \$35 per \$100,000 assessed valuation during the period of fiscal year 2016 through 2019. Most of this decline is due to the scheduled full repayment of the 1988 bond measure in 2019 as well as additional declines from the scheduled repayment of other remaining bond measures, resulting in an estimated \$18 per \$100,000 decline in combined tax rates from today to the end of the period. This estimated decrease in the overall tax rate allows the District to issue the first series of Measure “D” bonds while maintaining a combined tax rate comparable to the current level in fiscal year 2016. To achieve this goal, the first series of Measure “D” bonds will be structured to have an initial tax of approximately \$18 in the first year and will increase to the maximum tax rate of \$30 once the 1988 bonds are fully repaid.

Figure 2: Estimated Measure "D" Bond Proceeds



Total Bond Authorization = \$142.5 million

In the projection above, bond series are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. Recognizing that prevailing law and market conditions may change over time, the first bond series is estimated to generate approximately \$81.0 million with a total of \$104.7 million estimated to be available in the first 5 years of the proposed program from the sale of the initial two bond sales. Subject to prioritization by the Board, this may allow the District to address the need to construct the majority of proposed Phase 2 improvements solely from local sources should State SFP be further delayed. Subsequent bond sales have been provided in tandem with the plan of expenditure and phasing proposed in this report.

Education Code 15102, limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25% of the District’s total assessed valuation at the time bonds are to be sold without a waiver from the State Board of Education. The District has periodically requested the State Board of Education to grant a waiver for the District to exceed its statutory debt limit to issue additional series of bonds.

In 2013 and 2015, the District was granted a waiver by the State Board of Education to increase its statutory debt limit to 1.5% and thereafter to 1.67%, respectively, of total assessed value in order to issue Measure “R” bonds, continue construction projects and optimize its reimbursement from State aid. At the time of the District’s last Measure “R” bond issuance in 2015, it was estimated that the District would return to its statutory debt of 1.25% by 2020. As of November 2016, the District had approximately \$178.2 million in outstanding bonded indebtedness which represents a debt limit of 1.46% and it is estimated that the District will in fact return under its statutory debt limit by 2020.

The issuance of additional bonds from Measure “D” during this period requires the District to once again seek a bond debt waiver. To accommodate the planned issuance of \$81 million from Measure “D” the District needs to submit a request to the State Board of Education to raise the District’s overall debt limit to 2.21%. The corresponding issuance of bonds would extend the original period required for the District to return to its statutory limit by 5 years, from 2020 to 2025 based on an estimated annual average increase of assessed value during this period of four percent.

This calculation also indicates that the District is well within the range to qualify for State Financial Hardship funding under the current SFP. To qualify, districts must demonstrate that they are bonded to at least 60% of the statutory bonding limit. The District clearly exceeds this amount and thus qualifies under this portion of the required criteria.

Table 8: District Bonding Capacity Analysis

As of Novmeber 1, 2016	
Total Assessed Value (2016-17)	\$12,231,081,218
Current Waiver Debt Limit (% of Assessed Value)	1.67%
Current Waiver Debt Limit (\$)	\$204,259,056
Total Outstanding Debt	<u>\$178,258,139</u>
Total Outstanding Debt (% of Assessed Value)	1.46%
Total Outstanding Debt	\$178,258,139
Planned Measure "D" Series A Issuance	<u>\$81,000,000</u>
Total Outstanding Debt After Issuance	\$259,258,139
Waiver Request (Total Debt % of Assessed Value)	2.12%
Hardship Analysis	
<i>Hardship Requirement</i>	<i>60.00%</i>
Statutory Bonding Capacity (1.25%)	\$152,888,515
<u>Outstanding Bonded Indebtedness</u>	<u>\$178,258,139</u>
% of Statutory Capacity Currently Used	116.59%

4.4 PROJECT EXPENDITURE TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 projects under current implementation. As of the July 2016 Semi-Annual Report, the total Phase 1 budget was approximately \$123.3 million, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen, but required budget adjustments.

Table 9 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2016. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30). The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditures reporting is based on the budget approved as part of the July 2016 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2016 report, subsequent expenditure reports will reflect the revised budget value.

Table 9: Estimated Phase I Expenditures to Date

Project	Adopted Budget	Fiscal Year Expenditures					Total
		2012-13	2013-14	2014-15	2015-16	2016-17 ¹	
Acquire Site New Elem K-5	\$7,635,282	\$7,644,701	\$34,158	\$0	\$46,736	\$5,900	\$7,731,495
Acquire Site New K-5/MS	\$660,000	\$0	\$14,625	\$37,345	\$213,534	\$156,002	\$421,506
Design & Reconstruct Harrington Elem K-5	\$23,596,732	\$139,199	\$1,457,133	\$12,221,862	\$9,806,363	\$54,137	\$23,678,694
Design & Reconstruct Lemonwood Elem K-8	\$36,275,327	\$142,104	\$834,891	\$1,467,077	\$1,933,787	\$1,865,670	\$6,243,529
Design & Reconstruct Elm Elem K-5	\$21,076,943	\$0	\$322,899	\$1,165,387	\$436,633	\$138,566	\$2,063,485
Design & Improve K-5 Kindergarten Facilities							
Ritchen	\$456,837	\$14,282	\$68,832	\$341,420	\$16,563	\$119	\$441,216
Brekke	\$276,090	\$12,126	\$57,656	\$199,684	\$6,513	\$112	\$276,090
McAuliffe	\$336,509	\$12,441	\$88,159	\$214,911	\$8,898	\$107	\$324,517
Driffill	\$2,477,832	\$51,334	\$56,711	\$242,911	\$0	\$817	\$351,773
Total K-5 Kindergarten Facilities	\$3,547,268	\$90,184	\$271,358	\$998,925	\$31,974	\$1,155	\$1,393,596
Design & Construct Science Labs/Academies							
Chavez	\$649,009	\$17,670	\$168,087	\$443,798	\$19,273	\$182	\$649,009
Curren	\$598,330	\$16,935	\$117,956	\$445,779	\$17,485	\$176	\$598,330
Kamala	\$619,123	\$17,221	\$154,336	\$429,080	\$18,299	\$186	\$619,123
Haydock	\$1,066,467	\$64,009	\$299,940	\$665,063	\$23,810	\$272	\$1,053,094
Fremont	\$1,847,306	\$74,908	\$491,207	\$1,235,136	\$20,752	\$25,303	\$1,847,306
Total Science Labs/Academies	\$4,780,235	\$190,743	\$1,231,526	\$3,218,857	\$99,619	\$26,118	\$4,766,862
Project 1 Remaining Adjustment	\$206,851						
Pre-Kindergarten Improvements							
Harrington	\$1,083,351	\$0	\$0	\$19,867	\$115,683	\$2,273	\$137,823
Lemonwood	\$860,386	\$0	\$0	\$8,468	\$19,283	\$5,814	\$33,565
Total Pre-Kindergarten Improvements	\$1,943,737	\$0	\$0	\$28,335	\$134,966	\$8,087	\$171,388
Ritchen New Special Day Classroom	\$175,000	\$0	\$0	\$16,478	\$102,111	\$0	\$118,590
Marshall K-8 12 Classroom Addition	\$8,097,558	\$0	\$0	\$102,373	\$672,837	\$70,645	\$845,854
FF&E Allowance	\$5,373	\$0	\$0	\$0	\$0	\$0	\$0
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$3,086	\$1,009	\$4,095
Technology	\$11,201,175	\$1,334,735	\$7,476,539	\$2,135,054	\$269,612	\$0	\$11,215,940
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$150,474
Program Reserve	\$3,767,298						
TOTAL	\$123,294,254	\$9,691,666	\$11,643,603	\$21,391,694	\$13,751,259	\$2,327,288	\$58,805,510

Notes:

1. Fiscal Year 2016-17 expenditures are as of October 31, 2016
2. Budgets have been adjusted per the July 2016 Semi-Annual Implementation Program Update approved by Board
3. Figures presented above are unaudited

As of October 31, 2016, approximately \$58.8 million has been expended for the Program. The District has also expended approximately \$28.4 million in expenditures outside of the program for other facilities related needs, for a total of \$87.2 million in total construction fund expenditures for the duration of the Program to date. Detailed expenditure reports, broken down into subcategories of spending have been prepared and submitted to District staff, and are available for review by the Board and Citizens Oversight Committee.

MASTER BUDGET & SCHEDULE

The Measure “R” Program is funded by the Basic Program which relies on local funding, including developer fees, Mello Roos funds, capital program balances, voter approved Measure “R” proceeds, plus an Enhanced Program that seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available. The Program is currently operating under the Basic Program to accommodate the delayed funding of the State’s School Facilities Program (SFP) which is responsible for State funding of school facilities modernization and construction projects.

As directed by the Board, the Master Construct Program was developed to work in tandem with the Measure “R” Implementation Program to construct permanent school facilities by adopting its programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing its scheduling, sequencing, and cash flow requirements to leverage the next level of proposed improvements. The following components provide the Board with a recommended consolidated master budget and schedule for the Master Construct and Implementation Program which merges and integrates the Measure “R” and Measure “D” bond programs and proposed projects. It is recommended that the Board adopt the proposed adjustments as provided for the next six-month period proceed with the Program’s implementation.

5.1 PROPOSED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 10 below presents the proposed combined Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to include approximately \$440.4 million from a combination of local and State resources. Each phase continues to carry a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be need to accommodate local program requirements.

Initial estimates generated have been reviewed and adjustments made based on further review of project scope and required construction costs encountered as part of the Measure “R” Implementation Program and anticipated Master Construct projects. The estimated project costs for future new schools have also been updated based on recent cost information received for the Elm Elementary School project. Recent trends have shown a significant construction cost increase of approximately 10% escalation in the past 6-9 months across California due steady increase in volume of work, the labor market not growing as fast, and construction firms/suppliers working to increase margins instead of increasing volume (reverse from the early 2000’s). In addition, many small firms are getting bought out by larger firms which limits competition.

The total estimated budget for proposed improvements includes approximately \$440.4 million in estimated uses and program reserves.

Table 10: Proposed Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -	\$ -
Series D	\$ 30,360,000	\$ 30,360,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 90,000,000				
Master Construct Authorization					
Series A	\$ 81,000,000	\$ -	\$ 81,000,000	\$ -	\$ -
Series B	\$ 23,700,000	\$ -	\$ 23,700,000	\$ -	\$ -
Series C	\$ 15,100,000	\$ -	\$ -	\$ 15,100,000	\$ -
Series D	\$ 22,700,000	\$ -	\$ -	\$ -	\$ 22,700,000
Total Master Construct Bonds	\$ 142,500,000				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements	\$ 119,990,435	\$ -	\$ 66,901,632	\$ 21,189,212	\$ 31,899,592
Est. Developer Fees	\$ 55,909,771	\$ 9,029,075	\$ 10,697,340	\$ 19,303,620	\$ 16,879,736
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 10,357,618	\$ 3,028,983	\$ 1,486,725	\$ 2,547,427	\$ 3,294,484
Est. Total Sources	\$ 440,430,335	\$ 123,730,569	\$ 183,785,696	\$ 58,140,258	\$ 74,773,812
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,735,282	\$ 7,735,282	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 660,000	\$ 660,000	\$ -	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 29,556,164	\$ -	\$ -
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 49,057,213	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 25,176,943	\$ 25,176,943	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 36,275,327	\$ 36,275,327	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 31,036,798	\$ -	\$ 31,036,798	\$ -	\$ -
Reconstruct Marina West K-5	\$ 31,031,934	\$ -	\$ -	\$ -	\$ 31,031,934
Reconstruct Rose K-5	\$ 30,209,510	\$ -	\$ 5,739,807	\$ 24,469,703	\$ -
Reconstruct Sierra Linda K-5	\$ 30,403,941	\$ -	\$ -	\$ -	\$ 30,403,941
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 8,057,505	\$ 409,771	\$ -	\$ -	\$ 7,647,733
Chavez K-8 (SL/MPR)	\$ 2,656,588	\$ 649,009	\$ -	\$ 2,007,579	\$ -
Curren K-8 (SL/MPR)	\$ 5,179,830	\$ 598,330	\$ -	\$ 4,581,500	\$ -
Kamala K-8 (SL/MPR)	\$ 2,703,662	\$ 619,123	\$ -	\$ 2,084,539	\$ -
McAuliffe ES (K/MPR/Admin)	\$ 2,067,877	\$ 336,509	\$ -	\$ 1,731,368	\$ -
Brekke ES (K/MPR/Admin)	\$ 1,433,020	\$ 276,090	\$ -	\$ 1,156,930	\$ -
Ritchen ES (K/MPR/Admin)	\$ 4,359,590	\$ 631,837	\$ -	\$ 3,727,753	\$ -
Ramona ES (MPR/Admin)	\$ 2,047,625	\$ -	\$ -	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ 206,851	\$ 206,851	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,404,741	\$ 1,847,306	\$ 5,557,436	\$ -	\$ -
Haydock MS (SL/Gym)	\$ 2,566,467	\$ 1,066,467	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington CDC	\$ 1,083,351	\$ 1,083,351	\$ -	\$ -	\$ -
Lemonwood CDC	\$ 860,386	\$ 860,386	\$ -	\$ -	\$ -
Technology	\$ 26,216,175	\$ 11,216,175	\$ 9,000,000	\$ 6,000,000	\$ -
Subtotal	\$ 398,674,504	\$ 121,768,048	\$ 158,515,849	\$ 49,306,997	\$ 69,083,609
Program Reserve	\$ 41,755,831	\$ 1,962,520	\$ 25,269,846	\$ 8,833,261	\$ 5,690,203
Est. Total Uses	\$ 440,430,335	\$ 123,730,569	\$ 183,785,696	\$ 58,140,258	\$ 74,773,812
Est. Ending Fund Balance	\$ (0)				
Total Combined Master Budget	\$ 440,430,335				

*Includes New Special Day Classroom

**Assumes that only reimbursements for Lemonwood, Harrington, and Land Acquisition are received in Phase 2

***Assumes State Aid financial hardship during Phase 4

5.2 PHASE I MASTER BUDGET AND SCHEDULE

Table 11 provides the total estimated cost for Phase I of approximately \$123.7 million. Phase I consists of the Measure "R" projects currently underway, including the construction of Harrington, Elm, Lemonwood and Marshall and all projects that have already been completed, including the acquisition of the Seabridge site and implementation of Project 1.

Table 11: Proposed Phase I Master Budget and Schedule (FY 2013-17)

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget	Variance
Measure "R" Improvements				
Acquire New Sites				
Elementary School	2013	2013	\$7,735,282	\$100,000
K-5 / Middle School	2014/16	2014/16	\$660,000	\$0
Subtotal			\$8,395,282	\$100,000
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$250,000
Lemonwood K-8	2014/18	2014/18	\$36,275,327	\$0
Elm Elem. K-5	2014/16	2014/16	\$25,176,943	\$4,100,000
Subtotal			\$85,299,001	\$4,350,000
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen			\$631,837 **	\$0
Brekke			\$276,090	\$4,968
McAuliffe			\$336,509	\$0
Driffill			\$409,771	(\$2,068,061)
Subtotal			\$1,654,208	(\$2,063,092)
Design & Construct Science Labs	2013/14	2013/14		
Chavez Science Labs K-8			\$649,009	\$16,760
Curren Science Labs K-8			\$598,330	\$14,703
Kamala Science Labs K-8			\$619,123	\$16,615
Haydock Science Labs 6-8 & Utility Upgrades			\$1,066,467	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,847,306	\$24,687
Subtotal			\$4,780,235	\$72,766
Project 1 Adjustment			\$206,851	(\$77,734)
Childhood Development Center Improvements				
Harrington	2015	2015	\$1,083,351	\$0
Lemonwood	2016	2016	\$860,386	\$0
Subtotal			\$1,943,737	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$8,097,558	\$0
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Technology	2013/15	2013/15	\$11,216,175	\$15,000
Measure "R" Improvements Subtotal			\$121,768,048	\$15,000
Measure "R" Program Reserve			\$1,962,520	(\$1,960,625)
Measure "R" Improvements Total			\$123,730,569	\$436,315
Measure "D" Improvements				
Measure "D" Improvements Subtotal			\$0	\$0
Measure "D" Improvements Program Reserve			\$0	\$0
Measure "D" Improvements Total			\$0	\$0
Combined Total of Master Construct & Implementation Program			\$123,730,569	\$436,315

*Current dollars

**Includes New Special Day Classroom

Major adjustments to the Phase I budget are centered on additional costs associated with the Harrington fencing and close-out, and Elm new school GMP costs. Approximately \$250,000 in additional budget is

estimated to be required to complete all final project expenditure commitments and the fencing project at Harrington. Negotiations to develop a Guaranteed Maximum Price (GMP) are currently underway for Elm and based on recent cost proposals received, approximately \$4.1 million is estimated to be required to accommodate increased construction costs since the project was originally contemplated in 2012. Other adjustments recommended to accommodate expenditures include a \$100,000 increase to accommodate associated planning costs at Seabridge, and minor adjustments to existing projects. Approximately \$1.9 million in program reserve is estimated to complete Phase I.

5.3 PHASE II MASTER BUDGET AND SCHEDULE

As shown in Table 12, Phase II continues the Measure “R” program and commences improvements identified in the Master Construct program for a total combined amount of approximately \$183.7 million.

Phase II is highly dependent on the receipt of State aid reimbursements from Phase 1 improvements, net developer fee collections, and new Measure “D” bond sales for full program implementation. Projects include the construction of a gym at Fremont middle school and ongoing upgrades to the technology program to maintain 21st Century Facilities standards and connectivity. Phase II also launches the Measure “D” projects with the proposed reconstruction of McKinna and Rose into 750 student capacity K-5 elementary schools, the construction of the new Seabridge K-5, and construction of the Doris/Patterson K-5 and 6-8 schools. Schedule adjustments accelerate the start of McKinna, Rose, and Seabridge and reset the design and construction of Doris/Patterson to accommodate the extended LAFCO process.

Table 12: Proposed Phase II Master Budget and Schedule (FY 2017-20)

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget
Measure "R" Improvements			
Construct Gym & Modernize MPR Fremont	2018	2018	\$5,557,436
Subtotal			\$5,557,436
Technology	2020	2020	\$9,000,000
Measure "R" Improvements Subtotal			\$14,557,436
Measure "R" Program Reserve			\$1,455,744
Measure "R" Improvements Total			\$16,013,179
Measure "D" Improvements			
Construct New School Sites: Master Construct			
Dorris Patterson K-5	2018	2018	\$29,556,164
Dorris Patterson 6-8	2017	2018/2021	\$49,057,213
Seabridge K-5	2018/19	2017	\$28,568,432
Reconstruct School Sites: Master Construct			
Rose K-5 (Planning, Design, DSA Approval)	2021	2017/2021	\$5,739,807
McKinna K-5	2018	2017	\$31,036,798
Subtotal			\$143,958,414
Measure "D" Improvements Subtotal			\$143,958,414
Measure "D" Improvements Program Reserve			\$23,814,103
Measure "D" Improvements Total			\$167,772,516
Combined Total of Master Construct & Implementation Program			\$183,785,696

*Current dollars

5.4 PHASE III MASTER BUDGET AND SCHEDULE

Table 13 provides a summary of the proposed Phase III budget and schedule totaling approximately \$58.5 million. The Measure “R” program is estimated to be completed in Phase III with additional MPR improvements for remaining K-5 and K-8 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock. An allowance is also provided for continued technology implementation. Support facility improvements at Brekke, McAuliffe, Ramona, and Ritche, as well as completing the construction for Rose K-5 is also included. Once again, Phase 3 project implementation remains dependent on State aid reimbursements from prior phases, ongoing net developer fees, and Measure “D” bond sales.

Table 13: Proposed Phase III Master Budget and Schedule (FY 2021-25)

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget
Measure "R" Improvements			
Modernize K-5 Multipurpose Rooms			
Brekke	2023	2023	\$697,557
McAuliffe	2023	2023	\$1,440,725
Ramona	2023	2023	\$1,755,474
Ritchen	2023	2023	\$3,269,888
Subtotal			\$7,163,644
Modernize K-8 Multipurpose Rooms			
Chavez	2020	2021	\$2,007,579
Curren	2020	2023	\$4,581,500
Kamala	2020	2021	\$2,084,539
Subtotal			\$8,673,618
Construct Gym & Modernize MPR			
Haydock	2020	2023	\$1,500,000
Subtotal			\$1,500,000
Technology	2025	2025	\$6,000,000
Measure "R" Improvements Subtotal			\$23,337,262
Measure "R" Program Reserve			\$2,333,726
Measure "R" Improvements Total			\$25,670,988
Measure "D" Improvements			
Construct New School Sites: Master Construct			
Rose K-5	2021	2017/2021	\$24,469,703
Subtotal			\$24,469,703
Construct Academic Program Space: Master Construct			
Brekke		2025	\$459,373
McAuliffe		2025	\$290,643
Ramona		2025	\$292,151
Ritchen		2025	\$457,865
Subtotal			\$1,500,032
Measure "D" Improvements Subtotal			\$25,969,735
Measure "D" Improvements Program Reserve			\$6,499,534
Measure "D" Improvements Total			\$32,469,270
Combined Total of Master Construct & Implementation Program			\$58,140,258

*Current dollars

5.5 PHASE IV MASTER BUDGET AND SCHEDULE

As summarized in Table 14, Phase IV completes the Master Construct and Facilities Implementation Program totaling approximately \$74.7 million. A financial hardship State Aid approach is proposed to be used to reconstruct Marina West and Sierra Linda K-5 schools. Multipurpose room improvements are also planned at Driffill at this time to accommodate the opportunity to further consider the reconfiguration of the Driffill site as contemplated in the adopted Master Construct Program.

Table 14: Proposed Phase IV Master Budget and Schedule (FY 2026-29)

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget
Measure "R" Improvements			
Measure "R" Improvements Subtotal			\$0
Measure "R" Program Reserve			\$0
Measure "R" Improvements Total			\$0
Measure "D" Improvements			
Design & Reconstruct School Sites: Master Construct			
Marina West K-5		2027/2029	\$31,031,934
Sierra Linda K-5		2027/2029	\$30,403,941
Subtotal			\$61,435,876
Modernize K-8 Multipurpose Room			
Driffill	2020	2026	\$7,647,733
Subtotal			\$7,647,733
Measure "D" Improvements Subtotal			\$69,083,609
Measure "D" Improvements Program Reserve			5,690,203
Measure "D" Improvements Total			\$74,773,812
Combined Total of Master Construct & Implementation Program			\$74,773,812

*Current dollars

5.6 MASTER SCHEDULE

The following summary schedule provides an overview of the proposed phasing strategy of an integrated Measure "R" and Measure "D" program. Table 15 illustrates the proposed phasing as discussed in the above sections. The integrated program will focus on the continued reconstruction of existing schools, the construction of new school sites, and improvements to multipurpose rooms support facilities to support the District's educational program.

Table 15: Summary Schedule

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Fiscal Year																
Reconstruct:																
Harrington																
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose																
Marina West																
Sierra Linda																
Construct:																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																
Ritchen																
McAuliffe																
Additional Support Spaces:																
Ramona																
Brekke																
Ritchen																
McAuliffe																

Based on the identified phasing plan, Table 16 provides a summary of projects under management, that are currently underway and are to be implemented totaling approximately \$171.9 million.

Table 16: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Reconstruct:			
Harrington Child Development Center	Nov-2014	Dec-2018	\$1,083,351
Lemonwood K-8	Feb-2013	May-2018	\$36,275,327
Lemonwood Child Development Center	Nov-2014	Dec-2018	\$860,386
Elm K-5	Jul-2013	Jun-2018	\$25,176,943
Construct:			
Marshall 6-8 Classroom Building	Dec-2014	Jan-2018	\$8,097,558
Seabridge K-5	Jan-2017	Jun-2019	\$30,403,941
McKinna K-5	Jan-2017	Jun-2019	\$31,036,798
Rose K-5	Jan-2017	Jan-2022	\$30,209,510
Planning/Land Acquisition:			
Doris/Patterson LAFCO Planning	Jul-2015	Dec-2017	\$660,000
Doris/Patterson Acquire Land*	Feb-2016	Jun-2017	\$7,920,000
Chavez, Curren, Kamala, Driffill MPR Planning	Jul-2015	Jun-2019	\$175,000
Total			\$171,898,815

**Funded out of District's 2016 COP issuance*

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this December 2016 report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt the December 2016 Semi-Annual Master Implementation Program Update as an adjustment to the Program.
- Establish a date at its regularly scheduled June 2017 meeting to consider the next six-month update.

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
3-Aug-16	C-5	Rejection of Proposals Received for Lease Leaseback Preconstruction and Construction Services related to the New 12 Classroom Building Project at Thurgood Marshall School	Rejection of Proposals Received, allowing for a second Request for Proposal Process	Approved
3-Aug-16	D-1	Approval of WAL #006 with ATC Group Services LLC for preparation of a Soil Management Plan for the Lemonwood School Reconstruction Project	Request the Board of Trustees approve WAL #006 with ATC Group Services LLC, for the preparation of a Soil Management Plan as required by the Department of Toxic Substance Control ("DTSC") for the Lemonwood School Reconstruction	Approved
3-Aug-16	D-2	Ratification of Amendment #003 to Agreement #12-240 with Dougherty + Dougherty Architects to Provide Additional Architectural Services for the Harrington E. S. Reconstruction Project	Request the Board of Trustees ratify Amendment #003 for Additional Architectural Services as Requested from District Administration for the Harrington E. S. Reconstruction Project.	Approved
3-Aug-16	D-4	Approval of Resolution #16-05 Approving Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Related to the New 12 Classroom Building Project at Thurgood Marshall Elementary School.	Request for the Board of Trustees to Approve Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Marshall New Classroom Building Project as required for compliance with the California Environmental Quality Act ("CEQA")	Approved
3-Aug-16	D-5	Adoption of Resolution #16-06 - A Resolution of the Board of Trustees Authorizing the Sale and Issuance of Not to Exceed \$18,000,000.00 Aggregate Principal Amount of Oxnard General Obligation Refunding Bonds, Series 2016.	Request for Board of Trustees Approval for issuance of Not to Exceed \$18 Mil Aggregate Principal of General Obligation Refunding Bonds	Approved
24-Aug-16	C-3	Ratification of Supplemental Work Authorization Letter #001-S for Geotechnical Services for Elm Elementary School Project	Request for Board of Trustees Ratification of Supplemental Work Authorization Letter to Earth Systems to Provide additional information to the Division of the State Architect ("DSA") Beyond the Original Scope of Services	Approved
24-Aug-16	C-5	Approval of Notice of Completion, Harrington School Reconstruction Project, Bid #14-21	Request to the Board of Trustees to approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #14-21, Harrington School Reconstruction Project with Bernards Brothers Inc.	Approved
24-Aug-16	C-8	Approval and Adoption of the July 2016 Semi-Annual Implementation Program Update as an Adjustment to the Facilities Implementation Program	Requesting that the Board of Trustees accept and adopt the July 2016 Semi-Annual Implementation Program Update.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
24-Aug-16	D-2	Review and Approval of the Preliminary Official Statement for the General Obligation Refunding Bonds, Series 2016 and Resolution #16-07	Request for the Board of Trustees approval of the Preliminary Official Statement and Resolution #16-07 that will allow for the execution of the 2016 Refunding Bonds.	Approved
24-Aug-16	D-4	Approval of Form and Authorize Superintendent to Negotiate Terms of Land Use Covenant (LUC) with the Department of Toxic Substances Control for the Lemonwood Site	A Request that the Board of Trustees approve the form of the Land Use Covenant (LUC) as attached and authorize the Superintendent to negotiate the final terms of LUC with the Department of Toxic Substances Control for the Lemonwood Site. No identified fiscal impact at this time. The LUC will require that the District or any future owners of the property pay the DTSC's cost to administer the LUC.	Approved
7-Sep-16	C-2	Authorize Superintendent to Accept A Soil Management Plan for the Lemonwood Elementary School Site as Approved by the DTSC	Requesting that the Board of Trustees authorize the Superintendent to accept the final Soil Management Plan for the Lemonwood Elementary School Site as approved by the DTSC.	Approved
21-Sep-16	C-3	Approval of Prequalified Firms for CEQA/DTSC Compliance Services	A Request that the Board of Trustees approve the recommended list of prequalified firms to provide CEQA/DTSC compliance services and authorize the Superintendent to enter into master agreements with the identified prequalified firms; no cost to the District	Approved
5-Oct-16	C-4	Approval of WAL #008 with ATC Group Services LLC For as Needed Hazardous Materials Testing and Oversight for The Duration of The Lemonwood Reconstruction Project	A request that the Board of Trustees approve WAL #008 with ATC Group Services LLC for as needed hazardous materials testing and oversight for the duration of the Lemonwood Reconstruction Project per Master Agreement #13-135; amount not to exceed \$15,000.00, to be paid with Measure R Bond Funds.	Approved
5-Oct-16	C-5	Ratification of WAL #002 with Rincon Consultants Inc., For Soil Investigation Services for The Elm Reconstruction Project	A Request that the Board of Trustees ratify WAL #002 with Rincon Consultants Inc., for Soil Investigation Services for the Elm Reconstruction Project per Master Agreement #13-131; amount not to exceed \$24,100.00, to be paid with Measure R Bond Funds.	Approved
5-Oct-16	C-6	Ratification of WAL #007 with ATC Group Services LLC For Emergency Pipeline Testing for The Lemonwood Reconstruction Project	A request for the Board of Trustees to ratify WAL #007 with ATC Group Services LLC for Lemonwood Reconstruction Project Emergency Pipeline Testing per Master Agreement #13-135; amount not to exceed \$7,777.14, to be paid with Measure R Bond Funds.	Approved
19-Oct-16	C-2	Ratification of Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project 2016	Request to the Board for Ratification of Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project 2016; amount not to exceed \$5,640.00, to be paid with Measure R Bond Funds	Approved
19-Oct-16	C-6	Award of Formal Bid #16-01 and Approval of Agreement #16-140 for Harrington School Fence Project 2016	A Request that the Board of Trustees Award Bid #16-01 Harrington School Fencing Project 2016 to Fence Factory and enter into Agreement #16-140; amount not to exceed \$143,000.00, to be paid with Measure R Bond Funds.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
19-Oct-16	C-7	Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West; lump sum fixed fee of \$8,886.00, to be paid with Measure R Bond Funds.	Approved
19-Oct-16	C-8	Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five; lump sum fixed fee of \$7,040.00, to be paid with Measure R Bond	Approved
19-Oct-16	C-9	Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project	A Request that the Board of Trustees ratify no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project; change incorporates language change to Section 10 of Agreement #15-198 and a change to the start date of the project construction activities at no additional cost to the District	Approved
2-Nov-16	C-10	Consideration and Approval of No-Cost Change Order #001 to Agreement #16-140 With Fence Factory for the Harrington School Fence Project 2016	Request to the Board of Trustees to approve No Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington School Fence Project 2016.	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **December 7, 2016**

- A. Preliminary Study Session: _____
- B. Hearing: X
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Conduct Public Hearing to Sunshine the California School Employees Association’s (CSEA) and the Oxnard School District’s (District) Initial Proposals for 2016-17 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

DESCRIPTION OF AGENDA ITEM:

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (“CSEA”) and the Oxnard School District (“District”), CSEA and the District would like to enter into contract negotiations for the 2016-17 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article 9: Pay Allowances
- Article 13: Health and Welfare Benefits
- Article 14: Annual Work Calendar and Holidays
- Article 15: Vacation Plan
- Article 16: Leaves
- Article 17: Transfers

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees Conduct the Public Hearing to Sunshine CSEA and the District’s Initial Proposals for negotiations for the 2016-17 school year.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 10/21/16 - (2 pages)
- Letter to CSEA President dated 10/21/16 – (2 pages)
- District’s Initial 2016-17 Proposals to CSEA, Chapter 272 (1 page)
- Initial Proposal on Reopener – 2016/2017 CSEA (2 pages)
- Public Hearing Notice (1 page)



OXNARD SCHOOL DISTRICT

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

October 21, 2016

Veronica Robles-Solis, President
Board of Trustees
C/O Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear President Robles-Solis,

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent, HR and Lead Negotiator
Lisa Cline, Deputy Superintendent, Business Services
Teri Gern, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Dr. Edd Bond, Principal
Sally Wennes, Principal
Mary Truax, Manager, Special Education

Jonathan Koch, Personnel Commission Director (neutral resource for both Parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 13 (Health and Welfare Benefits), Article 14 (Annual Work Calendar), Article 15 (Vacation Plan), Article 16 (Leaves) and any other articles mutually agreeable to both parties (see attachment). The District would like to negotiate work calendars for all CSEA unit members.

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment

Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the December 7, 2016 Board Meeting.

Sincerely,



DR. JESUS VACA

Assistant Superintendent

Human Resources & Support Services

JV/pp

Attachment

cc: Lisa Cline, Deputy Superintendent, Business Services
Teri Gern, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Dr. Edd Bond, Principal
Mary Truax, Manager Special Education
Jonathan Koch, Personnel Commission Director (Neutral Resource to Both Parties)



OXNARD SCHOOL DISTRICT

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

October 21, 2016

Mr. Jabbar Wofford, Chapter President
California School Employees Association
C/O Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear Mr. Wofford,

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA and continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent, HR and Chief Negotiator
Lisa Cline, Deputy Superintendent, Business Services
Teri Gern, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Dr. Edd Bond, Principal
Mary Truax, Manager Special Education

Jonathan Koch, Personnel Commission Director (neutral resource for both Parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 13 (Health and Welfare Benefits), Article 14 (Annual Work Calendar), Article 15 (Vacation Plan), Article 16 (Leaves) and any other articles mutually agreeable to both parties (see attachment). The District would like to negotiate work calendars for all CSEA unit members.

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the December 7, 2016 Board Meeting.

Sincerely,



DR. JESUS VACA
Assistant Superintendent
Human Resources & Support Services

JV/pp

Attachment

cc: Lisa Cline, Deputy Superintendent, Business Services
Teri Gern, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Sally Wennes, Principal
Dr. Edd Bond, Principal
Mary Truax, Manager Special Education
Jonathan Koch, Personnel Commission Director (Neutral Resource to Both Parties)



OXNARD SCHOOL DISTRICT

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Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director
Classified Human Resources

Oxnard School District
Initial Sunshine Proposals to the
California School Employees Association, Chapter 272

2016-2017 Interest Based Problem Solving Proposals

Article 13 Health and Welfare Benefits

- The District seeks to discuss Health and Welfare Benefits

Article 14 Annual Work Calendar

- The District seeks to discuss Annual Work Calendar

Article 15 Vacation Plan

- The District seeks to discuss Vacation Plan for CSEA members

Article 16 Leaves

- The District seeks to discuss Leaves



California
School
Employees
Association

1505 Gardena Avenue
Glendale, CA 91204

(818) 244-1545

(800) 834-9959

FAX: (818) 244-8897

www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



October 11, 2016

Jabbar Wofford, Chapter President
Oxnard Elementary Chapter #272
3650 San Simeon Ave
Oxnard, CA 93033-6571

RE: Initial Proposal on Reopener – 2016/2017

Dear Chapter President Wofford:

I have received the initial proposal for the 2016/2017 Reopener between the Oxnard Elementary School District and the California School Employees Association and its Chapter #272.

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or policies of the Association. This initial proposal will need to be approved by the membership prior to starting negotiations.

Remember once a tentative agreement has been reached forward a signed copy to the field office immediately for review prior to ratification.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espie Medellin
Field Director

EM/vt
16 VS 272 IP-REO 2016-2017

C: Efrain Cazares, Regional Representative
Don Snyder, Area I Director
Vince Steele, Labor Relations Representative
Andrew Prickett, Senior Labor Relations Representative
File

**The California School Employees Association and its Oxnard Chapter 272
(CSEA)**

To

Oxnard Elementary School District

Initial Proposal for 2016/17 Reopener Agreement

Article 9 - Pay Allowances: CSEA seeks an equitable and fair salary increase across the salary schedule. CSEA also seeks to make language changes that better reflect work that is done outside of classification

Article 17 - Transfers: CSEA seeks to evaluate and strengthen language in the Transfer article.

In the spirit of collaboration, additional articles may be opened as mutually agreed to between both parties.



OXNARD SCHOOL DISTRICT

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NOTICE OF PUBLIC HEARING

November 18, 2016

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, December 7, 2016, at 7:00 p.m. in the Board Room of the Educational Services Center Building of the Oxnard School District, located at 1051 South "A" Street, Oxnard, California regarding Sunshine of the California School Employees Association (**CSEA**) and the Oxnard School District's Initial Proposals for the 2016-17 Negotiations, pursuant to Government Code Section 3547.

By: **Dr. Jesus Vaca**
Assistant Superintendent
Human Resources & Support Services
(805) 385-1501, ext. 2050

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: December 7, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-I: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS X
- SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- SECTION D: ACTION X
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

PUBLIC HEARING CONCERNING A REQUEST FOR WAIVER OF THE BONDING CAPACITY LIMITATION OF THE OXNARD SCHOOL DISTRICT FOLLOWED BY CONSIDERATION OF A RESOLUTION AUTHORIZING SUBMISSION TO THE STATE BOARD OF EDUCATION OF A REQUEST FOR WAIVER (Morales/Cline)

State law limits the amount of general obligation bonds a non-unified school district, such as the District, may issue to an amount not exceeding 1.25% of the assessed valuation tax base of the district at the time of issuance. That limitation is generally referred to as the bonding capacity limit or the debt limit. On July 8, 2015, the State Board of Education approved a waiver that increased the District's debt limit to 1.67% for a period until July 31, 2025 which enabled the District to sell additional bonds in 2015. Today, the District's current outstanding debt is 1.46% of the District's total assessed valuation and is in compliance with the 2015 waiver approval.

The District is expecting to issue an additional \$81 million of general obligation bonds from its newly authorized 2016 Election in order to continue funding its facilities program. In order to allow the District to issue this amount of new bonds, it will need an increase in its debt limit to 2.12% of the assessed valuation of property within the District.

The District's financial advisor estimates that, if the 2.12% debt limit waiver is granted and the District issues an additional series of bonds in the amount of \$81 million, the amount of outstanding general obligation bonds will be below the statutory debt limit of 1.25% by fiscal year 2024-25.

At this time, the District wishes to request a waiver from the State Board of Education to increase its bonding capacity limit to 2.12%. Pursuant to Education Code section 33050, a public hearing must be held prior to the approval by the Board of Trustees of the District of a Resolution authorizing the District staff to submit a General Waiver Request to the State Board of Education.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board conduct a public hearing to satisfy the requirement that a public hearing be conducted on the issue of proposed waiver. It is the further recommendation of the Superintendent that, following the public hearing, the Board adopt Resolution #16-17 authorizing submission of a General Waiver Request to the State Board of Education.

ADDITIONAL MATERIAL

Attached: Notice of Public Hearing (1 page)
Resolution # 16-17 (2 pages)

DISTRICT GOALS

GOAL THREE: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

NOTICE OF PUBLIC HEARING REGARDING SCHOOL BOND WAIVER REQUEST BY THE OXNARD SCHOOL DISTRICT

Notice is hereby given pursuant to California Education Code Section 33050 that a public hearing will be held by the Board of Trustees of the Oxnard School District (the “District”) at a regular meeting on December 7, 2016, at the hour of 7:00 p.m. or as soon thereafter as convenient, in the Board Room which is located at 1051 So. “A” Street, Oxnard, California 93030.

The purpose of said hearing is to receive public comment regarding whether the District should apply to the State Board of Education for a waiver of the 1.25% assessed valuation bonding capacity limit, for the purpose of issuing general obligation bonds under its voter approved bond measures. For information in advance of the meeting, contact the District’s Office of Business and Fiscal Services at (805) 385-1501 Ext. 2401. Any interested persons may appear and be heard at the public hearing.

RESOLUTION NO. 16-17

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT MAKING A DETERMINATION TO
SUBMIT A WAIVER REQUEST TO THE CALIFORNIA STATE
BOARD OF EDUCATION WITH RESPECT TO CERTAIN
PROVISIONS OF THE EDUCATION CODE RELATING TO THE
ISSUANCE OF GENERAL OBLIGATION BONDS, AND
APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Oxnard School District (the "District") has obtained voter approvals to issue general obligation bonds pursuant to elections held in the District (the "Authorizations"); and

WHEREAS, pursuant to the Authorizations, the District has issued and expects to issue in the future general obligation bonds; and

WHEREAS, certain provisions of the California Education Code limit the amount of outstanding bonded indebtedness an elementary school district may have outstanding to 1.25% of the taxable property of the school district, which currently limits the ability of the District to issue bonds needed for school projects pursuant to the Authorizations; and

WHEREAS, the District has determined at this time to request from the State Board of Education, pursuant to the provisions of California Education Code Sections 33050 and following (the "Waiver Law"), a waiver of the application of certain sections of the California Education Code in connection with the issuance of bonds pursuant to the Authorizations in order to issue all of the bonds authorized by District voters under the Authorizations and provide financing for school facility projects; and

WHEREAS, as required pursuant to Education Code Section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following public notices by publication and posting;

NOW, THEREFORE, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the Board of Trustees so finds.

Section 2. Determination to File Waiver Request. The Board of Trustees hereby determines that it is in the best interests of the District to apply to the State Board of Education pursuant to the Waiver Law for a waiver of those portions of Education Code Sections 15102 and 15268 which require that the aggregate amount of general obligation bonds issued by the District may not exceed 1.25% of the taxable property of the District as shown by the last equalized assessment of Ventura County in order to provide for the issuance of all authorized bonds pursuant to the Authorization. The Superintendent and the Deputy Superintendent, Business and Fiscal Services, are both hereby separately authorized to complete, execute and file the waiver request and any

other related forms with the State Board of Education in the forms required by the State Board, and to take all necessary actions in connection therewith.

Section 3. Official Actions. The President of the Board, the Superintendent, the Deputy Superintendent, Business and Fiscal Services and other officers of the District, are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District, this 7th day of December, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees of
Oxnard School District

Clerk of the Board of Trustees
Oxnard School District



Norman R. Brekke School

1400 Martin Luther King Jr. Drive
Oxnard, California 93030



Tel 805-385-1521

Fax 805-485-4467

To: Dr. Cesar Morales
Superintendent

From: Dr. Jodi Nocero
Principal, Brekke School

Date: December 11, 2016

Re: Donation

NOV 10 2016

Mr. John Avalos, address is 1161 W. Hemlock Street, Oxnard, CA 93034, generously donated \$500.00 for our school A.R. program. I respectfully request that the Board of Trustees be notified of Mr. John Avalos monetary donation in support of the students at Brekke School.

Thank you

Where smart is something EVERYONE can get!

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #16-53, Ventura County Children and Families First Commission (VCCFFC) – Oxnard NfL Contract for 2016-2019 (Freeman/Thomas)

At the Board meeting of August 24, 2016, the Board of Trustees approved Agreement #16-53 with First 5 Ventura County to operate the Oxnard NfL program and provide Early Learning and Family Strengthening services to families of young children prenatal – 5 years of age. Since then, several NfL funded preschool partners secured other funding sources to operate NfL preschools, allowing the Oxnard NfL Program to reallocate funding to other needed services. This amendment describes the redistribution of this funding and the new services to the target population.

No change to Term of the Agreement: **July 1, 2016 through June 30, 2019**

FISCAL IMPACT:

No change to the budget for FY 2016-2017.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #16-53 with Ventura County Children and Families First Commission.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Ventura County Children and Families First Commission (11 Pages)
 Agreement #16-53, Ventura County Children and Families First Commission (19 Pages)



AMENDMENT #1

This **AGREEMENT** that was entered into on July 1, 2016 between the **VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION** (dba First 5 Ventura County) and hereinafter referred to as "COMMISSION", and **OXNARD SCHOOL DISTRICT** ("CONTRACTOR") for the purpose of providing the **FIRST 5 OXNARD NEIGHBORHOOD FOR LEARNING** is hereby amended as follows:

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

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

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

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

CONTRACTOR APPROVAL

COMMISSION APPROVAL

(Signature)

(Signature)

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

Claudia Harrison, Executive Director
(Typed Name/Title)

(Date)

(Date)

Program Description:

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

Program Outcome(s):

- Access to Care
- School Ready Prior to Kindergarten
- Knowledge of Child Development, Resources and Parenting

Program Summary						
(1) Preschool						
Sierra Linda preschool program, operated by CDR Head Start at no cost to Oxnard NfL. Priority is given to working families who meet Oxnard NfL preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs.						
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts	Outcome Performance Measure	OPM Tool
FY 2016-17	54 ECE spaces (full & half-day)	54 Children	128	6,912	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP 2015: PS
FY 2017-18	54 ECE spaces (full & half-day)	54 Children	128	6,912		
FY 2018-19	54 ECE spaces (full & half-day)	54 Children	128	6,912		

Program Summary						
(2) Preschool						
Harrington preschool program, operated by Continuing Development Inc. with a subcontract blended with state funded spaces. Priority is given to working families who meet Oxnard NfL preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs.						
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts	Outcome Performance Measure	OPM Tool
FY 2016-17	72 ECE spaces (half-day)	72 Children	180	12,960	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP 2015: PS
FY 2017-18	72 ECE spaces (half-day)	72 Children	180	12,960		
FY 2018-19	72 ECE spaces (half-day)	72 Children	180	12,960		

Program Summary						
(3) Preschool						
<u>Elm</u> preschool program. Priority is given to working families who meet Oxnard NfL preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs.						
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts	Outcome Performance Measure	OPM Tool
FY 2016-17	22 ECE spaces (half-day)	22 Children	180	3,960	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP 2015: PS
FY 2017-18	22 ECE spaces (half-day)	22 Children	180	3,960		
FY 2018-19	22 ECE spaces (half-day)	22 Children	180	3,960		

Program Summary						
(17) Preschool						
<u>Oxnard School District (OSD)</u> preschool program – various locations in OSD. Priority is given to working families who meet Oxnard NfL preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs.						
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts	Outcome Performance Measure	OPM Tool
FY 2016-17	20 ECE spaces (half-day)	20 Children	149	2,980	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP 2015: PS
FY 2017-18	20 ECE spaces (half-day)	20 Children	180	3,600		
FY 2018-19	20 ECE spaces (half-day)	20 Children	180	3,600		

Program Summary				
(4) Early Learning for PACT				
Provide supports for children who are not eligible for Special Education Services but would benefit from short term <u>Speech and Language Enrichment</u> services. This is a Parent and Child Together (PACT) activity with a hands on approach to support children's language development, focusing on transferability of strategies to a child's natural environment. A brief observation and/or assessment by BEST and/or Tri-Counties determines eligibility into the program. Preschool speech therapists, preschool instructional assistants provide the services. This program consists of multiple 6 week series, 45 minute program scheduled twice per week for small groups of parent/child dyads.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	24 series, 6 weeks each	150 Children 150 Parents	12	3,600
FY 2017-18	24 series, 6 weeks each	150 Children 150 Parents	12	3,600
FY 2018-19	24 series, 6 weeks each	150 Children 150 Parents	12	3,600

Program Summary				
<p>(5) Early Learning for PACT 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 PACT classes oriented around activities which encourage parents to interact with and stimulate their child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixteco population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipulative, art, nutrition, book-sharing. <i>Subcontracted to Mixteco Indigena Community Organizing Project (MICOP).</i></p>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	13 series, 6 weeks each	104 Children 90 Parents	6	1,164
FY 2017-18	13 series, 6 weeks each	104 Children 90 Parents	6	1,164
FY 2018-19	13 series, 6 weeks each	104 Children 90 Parents	6	1,164

Program Summary				
<p>(6) Early Learning for PACT Provide child development and nurturing support for parents of <i>infants to 2 year olds</i>. Play and learn workshops are designed to improve parent's understanding of basic child development, healthy parent/child interactions, and responsiveness to babies' needs. My Parents & Me / Mis Padres y Yo sample topics include; Infant massage, Essential touch, Nurturing home environments (for optimal learning), Parent/child communication, Safety at Home, Basic Child Development. Two cohorts of parent/child dyads; (1) infants to 1 year olds, (2) 1 year olds to 2 year olds. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday morning and afternoons as well as some early evenings and Saturdays to accommodate schedules of working parents. . <i>Subcontracted to El Centrito Family Learning Centers.</i></p>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	16 series, 8 weeks each	103 Children 103 Parents	8	1,648
FY 2017-18	16 series, 8 weeks each	103 Children 103 Parents	8	1,648
FY 2018-19	16 series, 8 weeks each	103 Children 103 Parents	8	1,648

Program Summary				
(7) Early Learning for PACT				
Parent & Child Together (PACT) promotes positive parent/child relationships, supports social and language rich environments. Key strands embedded throughout the sessions provide parents with an opportunity to build skills and learning around Positive Adult/Child Interactions, Child Development, Brain Development, Early Literacy, Healthy Life Choices. This activity targets parents and children 0-3 years old. Each session provides hands on experiences for parents and their children which can be easily replicated and reinforced at home. There will be 8 cohorts offered at each of the 5 FRCs.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	40 series, 15 weeks each	280 Children 280 Parents	15	8,400
FY 2016-17	40 series, 15 weeks each	280 Children 280 Parents	15	8,400
FY 2016-17	40 series, 15 weeks each	280 Children 280 Parents	15	8,400

Program Summary				
(8) Family/caregiver Literacy Program Story Time –This activity targets parents and children 0-4 years old and provides parents an opportunity to build skills and learning around Early Literacy, Positive Adult/Child Interactions and Child Development. Each session provides hands on experiences for parents and their children which can be easily replicated and reinforced at home.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	5 series, monthly class at 5 sites.	75 Children 75 Parents	7	1,050
FY 2017-18	5 series, monthly class at 5 sites.	75 Children 75 Parents	7	1,050
FY 2018-19	5 series, monthly class at 5 sites.	75 Children 75 Parents	7	1,050

Program Summary				
(9) Service Coordination/Case Management				
Provide Service Coordination/Case Management to health, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies. Case managers assist parents in developing individual long-term and short-term goals. Staff facilitates a multi-disciplinary team model that serves as the basis for service coordination and the integration of services provided by health and mental health professionals, early learning providers, and other community resources. Program staff will assist parents in the coordination of monthly Parent Advisory meetings at each FRC. Families needing health insurance enrollment assistance will be referred to VCPH for follow up.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	250 Parents	8	2,000
FY 2017-18	N/A	250 Parents	8	2,000
FY 2018-19	N/A	250 Parents	8	2,000

Program Summary				
(10) Developmental Screening – Parent Navigation				
Provide parent navigation using a multi-disciplinary team model that serves as the basis for service coordination and the integration of services provided by health and mental health professionals, early learning providers, and other community resources.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	100 Parents	4	400
FY 2017-18	N/A	100 Parents	4	400
FY 2018-19	N/A	100 Parents	4	400

Program Summary				
(11) Developmental Screening – ASQ				
Oxnard NfL Family Liaisons will provide workshops to guide parents in administering the ASQ-3 for children in preschool. Results of the ASQ will be scored and communicated to parents, with appropriate follow-up, interventions and referrals to collaborating agencies.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	200 Parents	2	400
FY 2017-18	N/A	200 Parents	2	400
FY 2018-19	N/A	200 Parents	2	400

Program Summary				
(12) Service Coordination/Case Management				
Provide <u>Case Management</u> services and interpretation as needed for medical, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies specifically for Mixteco 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. <i>Subcontracted to MICOP.</i>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	345 Parents	8	2,760
FY 2017-18	N/A	345 Parents	8	2,760
FY 2018-19	N/A	345 Parents	8	2,760

Program Summary				
(13) Parenting Education: Triple P Level 2				
Provide brief information sessions/parent education classes for groups of parents who are interested in learning about children's behavior. Seminars are used to promote awareness of Triple P and as informative brief information sessions for any parent. The seminar series includes specific seminars on the following topics: The Power of Positive Parenting; Raising Confident, Competent Children; Raising Resilient Children. Provide 5 series of 3, 90 minute classes.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	5 series, 3 weeks each	25 Parents	3	75
FY 2017-18	5 series, 3 weeks each	25 Parents	3	75
FY 2018-19	5 series, 3 weeks each	25 Parents	3	75

Program Summary				
(14) Parenting Education: Triple P Level 3				
Triple P Level 3 interventions incorporate brief behavioral consultation as an early detection and brief intervention approach to managing identified behavior problems.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	25 Parents	3	75
FY 2017-18	N/A	25 Parents	3	75
FY 2018-19	N/A	25 Parents	3	75

Program Summary				
(15) Parent Education: General				
Provide Parent Education programs focusing on child development; parent skills and children's health. Topics are determined by both the NfL and parents, based on surveys and/or assessments of what will best help parents of young children <i>Provided in collaboration with outside agencies and organizations.</i>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	10 workshops	50 Parents	10	500
FY 2017-18	10 workshops	50 Parents	10	500
FY 2018-19	10 workshops	50 Parents	10	500

Program Summary				
(16) Parent Education: General				
Provide Parent Education/Parent Advisory programs focusing on child development; parent skills and children's health. Topics are determined by both the NfL and parents, based on surveys and/or assessments of what will best help parents of young children; Nutrition, topics have included children and TV/media; getting children ready for school; and how to play with your children.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	10 workshops	50 Parents	8	400
FY 2017-18	10 workshops	50 Parents	8	400
FY 2018-19	10 workshops	50 Parents	8	400

Standard Operational Provisions:

1. The NfL will establish and maintain a governance board, including a minimum of 2 parent members, which will be the decision-making body for the NfL. The NfL governance board will establish bylaws that have been approved by the First 5 Commission before taking effect.
2. Maintain a multidisciplinary team approach to coordinating services, including but not limited to: NfL staff, PHN, health educator, mental health professional, social worker, special education staff and other community service providers as appropriate and available.
3. Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
4. Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services.
5. Continue collaboration with Triple P Program through staff training, delivery of Level 2 and 3 services, and referral for Level 4 and 5 services.
6. Identify family needs and provide referral/follow-up on: health insurance, medical/dental home and utilization, developmental screenings, preschool.
7. Continue to identify and outreach to underserved populations, e.g. reaching families prenatally, culturally and linguistically isolated, etc.
8. Implement developmental screening, referral, and follow-up in coordination with Ventura County Public Health or through trained staff.
9. Actively seek opportunities to convert First 5 funded preschool spaces to State Preschool funding whenever possible.
10. Implement a sliding parent-fee schedule for preschool service.
11. Identify opportunities to work with school districts on assigning SSID at PreK entry for all preschool students within the area.

Program Specific Operational Provisions:

1. The Parent Advisory groups will meet monthly at each Family Resource Center (FRC) to assess the needs of each community and provide information, programming and implementation input, dialogue and make recommendations to the Oxnard NfL Committee as to services provided through the Oxnard NfL and FRCs. Parent leadership development and empowerment support will further cultivate parent's comfort levels with formal and informal committee settings and enhance opportunities for parents to express views regarding the work of the NfL.
2. The NfL will provide community resource and referral, linking parents to medical, dental, vision, mental health and other social services and community agencies, with an annual target of 3,000 parents served.
3. Submit a proposed plan and budget by August 30, 2016 for expanded NfL services that will be provided through F5VC funding made available by leveraging state preschool dollars.

OXNARD SCHOOL DISTRICT
 OXNARD NEIGHBORHOOD FOR LEARNING
 July 1, 2016 to June 30, 2019

BUDGET

FY 2016-17 (July 1, 2016 - June 30, 2017):

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	873,931	16,000		889,931
II. OPERATING EXPENSES	59,473		400,000	459,473
III. OTHER EXPENSES				
Subcontractors:				
Sierra Linda NfL Preschool - CDR		184,699		184,699
Harrington Preschool - Continuing Development, Inc.	108,259	103,118		211,377
Infant/Toddler (PACT) - El Centrito	35,000		1,747	36,747
Infant/Toddler (PACT) - MICOP	27,457		1,529	28,986
Case Management of Mixtec Families - MICOP	112,542		8,489	121,031
Other Expenses:				
Preschool Spaces - Oxnard SD	173,917			173,917
TBD	29,587			29,587
IV. INDIRECT	47,689			47,689
TOTAL BUDGET	1,467,855	303,817	411,766	2,183,438

FY 2017-18 (July 1, 2017 - June 30, 2018):

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	873,931	16,000		889,931
II. OPERATING EXPENSES	59,473		400,000	459,473
III. OTHER EXPENSES				
Subcontractors:				
Sierra Linda NfL Preschool - CDR		184,699		184,699
Harrington Preschool - Continuing Development, Inc.	108,259	103,118		211,377
Infant/Toddler (PACT) - El Centrito	35,000		1,747	36,747
Infant/Toddler (PACT) - MICOP	27,457		1,529	28,986
Case Management of Mixtec Families - MICOP	112,542		8,489	121,031
Other Expenses:				
Preschool Spaces - Oxnard SD	189,454			189,454
TBD	13,436			13,436
IV. INDIRECT	48,303			48,303
TOTAL BUDGET	1,467,855	303,817	411,766	2,183,437

*Minimum match percent is 10%.

OXNARD SCHOOL DISTRICT
OXNARD NEIGHBORHOOD FOR LEARNING
July 1, 2016 to June 30, 2019
BUDGET

FY 2018-19 (July 1, 2018 - June 30, 2019):

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	873,931	16,000		889,931
II. OPERATING EXPENSES	59,473		400,000	459,473
III. OTHER EXPENSES				
Subcontractors:				
Sierra Linda NfL Preschool - CDR		184,699		184,699
Harrington Preschool - Continuing Development, Inc.	108,259	103,118		211,377
Infant/Toddler (PACT) - El Centrito	35,000		1,747	36,747
Infant/Toddler (PACT) - MICOP	27,457		1,529	28,986
Case Management of Mixtec Families - MICOP	112,542		8,489	121,031
Other Expenses:				
Preschool Spaces - Oxnard SD	189,454			189,454
TBD	13,436			13,436
IV. INDIRECT	48,303			48,303
TOTAL BUDGET	1,467,855	303,817	411,766	2,183,437

*Minimum match percent is 10%.



AGREEMENT

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

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

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

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

WHEREAS, **COMMISSION** selected **CONTRACTOR**, after a public request for proposals process, to render certain services, in particular to operate the **First 5 Oxnard Neighborhood for Learning**, hereinafter referred to as "**Program**" for fiscal year 2016-19:

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

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

SECTION 1 - GENERAL PROVISIONS

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

SECTION 2 - STANDARD PROVISIONS

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

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

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

- 2.3 **PERSONNEL DISCLOSURE.** **CONTRACTOR** shall make available to **COMMISSION** a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to **COMMISSION** in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a

brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement. CONTRACTOR shall not knowingly employ in any capacity, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. CONTRACTOR shall immediately notify COMMISSION of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to CONTRACTOR.

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

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

2.6 INSURANCE.

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

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

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

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

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

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

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

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

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

- 2.6.4 CONTRACTOR agrees to provide COMMISSION with the following insurance documents within 14 days after the execution of this Agreement:
- 2.6.4.1 **Certificates of Insurance for coverage required under this Agreement;** and
- 2.6.4.2 **Additional insured endorsements.**
- 2.6.5 District represents that it is self-insured and participates in the Ventura County School Self Funding Authority and that during the term of this agreement it shall maintain the insurance enumerated in Section 2.6 herein to pay covered claims which may arise as a result of District's performance of this Agreement.
- 2.7 **ASSIGNABILITY.** Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COMMISSION under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to COMMISSION.
- 2.8 **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest. CONTRACTOR further covenants that in the performance of this Agreement no person known to CONTRACTOR to have any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COMMISSION's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COMMISSION.
- 2.9 **HIRING DIRECTORS PROHIBITED.** CONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the COMMISSION.
- 2.10 **SUBCONTRACTS.** Functions undertaken by CONTRACTOR may be carried out under subcontracts. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to COMMISSION within thirty (30) days of their execution, including any subsequent amendments. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION. COMMISSION has the right to refuse reimbursement for obligations incurred under any subcontract, which do not comply with the terms of this Agreement.
- 2.11 **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.12 **RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. CONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.13 **LICENSES AND STANDARDS.** CONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. CONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation. CONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which CONTRACTOR transacts its business.
- 2.14 **COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** CONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION relating to activities performed by CONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon CONTRACTOR.
- 2.15 **CONFIDENTIALITY.** COMMISSION and CONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as other-wise required by law.
- 2.16 **MAINTENANCE OF RECORDS.** CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending COMMISSION, state, or federal audits are completed, whichever is later. Upon request, CONTRACTOR shall make these records available within Ventura County to all authorized COMMISSION, state (including Auditor General) and federal personnel.
- 2.17 **CUSTODY OF RECORDS.** At its option, COMMISSION may within four (4) years of the Agreement's termination take custody of CONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. COMMISSION agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by COMMISSION in an accessible location within Ventura County and shall be available to CONTRACTOR for examination and inspection.
- 2.18 **FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate CONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants. At any time during normal business hours, and as often as COMMISSION may deem reasonably necessary, CONTRACTOR shall make available to COMMISSION, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered

by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.19 AUDIT REQUIREMENTS.

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

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

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

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

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

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

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

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

2.21.3 CONTRACTOR shall enter data in the evaluation software system designated by COMMISSION.

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

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

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

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

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

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

2.26 TERMINATION FOR CAUSE.

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

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

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

- 2.26.1.3 CONTRACTOR's ineffective or improper use of funds provided by COMMISSION under this Agreement.
- 2.26.2 Upon a breach, COMMISSION, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions:
- 2.26.2.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the Commission Representative or at direction of CCFC.
- 2.26.2.2 Discontinue payment to CONTRACTOR for the inclusive period in which CONTRACTOR is in breach, which payment shall not be entitled to later recovery.
- 2.26.2.3 Withhold funds pending curing of the breach.
- 2.26.2.4 Offset against any monies billed by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to 2.26.1 above.
- 2.27 TERMINATION FOR CONVENIENCE.** Either COMMISSION or CONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- 2.28 TERMINATION DUE TO CESSATION OF STATE FUNDING.** COMMISSION shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by COMMISSION of funds from the State for this Program is reduced, suspended or terminated for any reason. CONTRACTOR hereby expressly waives any and all claims against COMMISSION for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to COMMISSION for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of COMMISSION's conduct.
- 2.29 CLOSE-OUT UPON TERMINATION.** Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.
- 2.29.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to CONTRACTOR by COMMISSION.
- 2.29.2 Any monies owed to COMMISSION by CONTRACTOR may be offset against any compensation due to CONTRACTOR for final payment from COMMISSION, as covered under this Agreement.
- 2.29.3 CONTRACTOR shall return to COMMISSION any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. COMMISSION retains the right to waive this requirement.
- 2.30 PARTIAL PERFORMANCE.** In the event, less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by Commission Representative. In the event CONTRACTOR anticipates a disruption in services related to this Agreement, COMMISSION is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

- 2.31 FAIR HEARING.** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
- 2.32 MONITORING AND EVALUATION.** COMMISSION shall monitor and evaluate CONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.
- 2.33 CHILD ABUSE REPORTING.** CONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.
- 2.34 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** CONTRACTOR shall actively participate with all other Commission funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other COMMISSION funded programs.
- 2.35 SECURITY DEPOSITS.** If CONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, CONTRACTOR shall return to COMMISSION any balance thereof within 45 days of the termination of the lease. However, if CONTRACTOR'S contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to COMMISSION within 45 days of the close of the CONTRACTOR'S contract term.

SECTION 3 - SERVICE PROVISIONS

Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

- 4.1 PAYMENT METHOD.** CONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement. shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement. COMMISSION shall reimburse CONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by COMMISSION in greater than 30 days, but less than 60 days after the date of COMMISSION's receipt of CONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.
- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from COMMISSION will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code Section 30131.4.
- 4.3 INVOICES/EXPENDITURE REPORTS.** By the thirtieth (30th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, CONTRACTOR through its authorized representative(s) shall submit to COMMISSION a complete

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

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

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

4.5 **BUDGET JUSTIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.13 **PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS.** CONTRACTOR shall not purchase any fixed asset or implement an infrastructure project in excess of \$5,000 under the terms of this Agreement.

4.14 MATCHING FUNDS. CONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to CONTRACTOR by COMMISSION. "Matching funds" are defined as the resources (cash or in-kind) provided by CONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the Contractor's records. Actual amounts shall be reported on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the Commission reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 - MISCELLANEOUS


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

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.

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

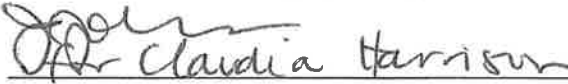
CONTRACTOR APPROVAL


(Signature)

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

8-26-16
(Date)

COMMISSION APPROVAL


(Signature)

Claudia Harrison, Executive Director
(Typed Name/Title)

9/2/16
(Date)

OXNARD SCHOOL DISTRICT
OXNARD NEIGHBORHOOD FOR LEARNING
 July 1, 2016 to June 30, 2019

REPORTING TIMELINES

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

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

Period	Report type	Due date
July 1, 2016 – September 30, 2016	Quarter 1 – FY2016-17	October 30, 2016
October 1, 2016 – December 31, 2016	Quarter 2 – FY2016-17	January 30, 2017
January 1, 2017 – March 31, 2017	Quarter 3 – FY2016-17	April 30, 2017
April 1, 2017 – June 30, 2017	Quarter 4 & cumulative final for FY2016-17	July 30, 2017
July 1, 2017 – September 30, 2017	Quarter 1 – FY2017-18	October 30, 2017
October 1, 2017 – December 31, 2017	Quarter 2 – FY2017-18	January 30, 2018
January 1, 2018 – March 31, 2018	Quarter 3 – FY2017-18	April 30, 2018
April 1, 2018 – June 30, 2018	Quarter 4 & cumulative final for FY2017-18	July 30, 2018
July 1, 2018 – September 30, 2018	Quarter 1 – FY2018-19	October 30, 2018
October 1, 2018 – December 31, 2018	Quarter 2 – FY2018-19	January 30, 2019
January 1, 2019 – March 31, 2019	Quarter 3 – FY2018-19	April 30, 2019
April 1, 2019 – June 30, 2019	Quarter 4 & cumulative final for FY2018-19	July 30, 2019

INVOICING/EXPENDITURE REPORTING TIMELINES

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

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

Period	Invoice/Expenditure Report type	Due by
July 1, 2016 – September 30, 2016	Quarter 1 – FY2016-17	October 30, 2016
October 1, 2016 – December 31, 2016	Quarter 2 – FY2016-17	January 30, 2017
January 1, 2017 – March 31, 2017	Quarter 3 – FY2016-17	April 30, 2017
April 1, 2017 – June 30, 2017	Quarter 4 & cumulative final for FY2016-17	July 30, 2017
July 1, 2017 – September 30, 2017	Quarter 1 – FY2017-18	October 30, 2017
October 1, 2017 – December 31, 2017	Quarter 2 – FY2017-18	January 30, 2018
January 1, 2018 – March 31, 2018	Quarter 3 – FY2017-18	April 30, 2018
April 1, 2018 – June 30, 2018	Quarter 4 & cumulative final for FY2017-18	July 30, 2018
July 1, 2018 – September 30, 2018	Quarter 1 – FY2018-19	October 30, 2018
October 1, 2018 – December 31, 2018	Quarter 2 – FY2018-19	January 30, 2019
January 1, 2019 – March 31, 2019	Quarter 3 – FY2018-19	April 30, 2019
April 1, 2019 – June 30, 2019	Quarter 4 & cumulative final for FY2018-19	July 30, 2019

Program Description:

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

Program Outcome(s):

- Access to Care
- School Ready Prior to Kindergarten
- Knowledge of Child Development, Resources and Parenting

Program Summary						
(1) Preschool						
Sierra Linda preschool program, operated by CDR Head Start at no cost to Oxnard NfL. Priority is given to working families who meet Oxnard NfL preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs.						
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts	Outcome Performance Measure	OPM Tool
FY 2016-17	54 ECE spaces (full & half-day)	54 Children	128	6,912	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP 2015: PS
FY 2017-18	54 ECE spaces (full & half-day)	54 Children	128	6,912		
FY 2018-19	54 ECE spaces (full & half-day)	54 Children	128	6,912		

Program Summary						
(2) Preschool						
Harrington preschool program, operated by Continuing Development Inc. with a subcontract blended with state funded spaces. Priority is given to working families who meet Oxnard NfL preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs.						
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts	Outcome Performance Measure	OPM Tool
FY 2016-17	72 ECE spaces (half-day)	72 Children	180	12,960	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP 2015: PS
FY 2017-18	72 ECE spaces (half-day)	72 Children	180	12,960		
FY 2018-19	72 ECE spaces (half-day)	72 Children	180	12,960		

Program Summary						
(3) Preschool						
<p>Elm preschool program. Priority is given to working families who meet Oxnard Nfl preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs.</p>						
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts	Outcome Performance Measure	OPM Tool
FY 2016-17	22 ECE spaces (half-day)	22 Children	180	3,960	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP 2015: PS
FY 2017-18	22 ECE spaces (half-day)	22 Children	180	3,960		
FY 2018-19	22 ECE spaces (half-day)	22 Children	180	3,960		

Program Summary				
(4) Early Learning for PACT				
<p>Provide supports for children who are not eligible for Special Education Services but would benefit from short term Speech and Language Enrichment services. This is a Parent and Child Together (PACT) activity with a hands on approach to support children's language development, focusing on transferability of strategies to a child's natural environment. A brief observation and/or assessment by BEST and/or Tri-Counties determines eligibility into the program. Preschool speech therapists, preschool instructional assistants provide the services. This program consists of multiple 6 week series, 45 minute program scheduled twice per week for small groups of parent/child dyads.</p>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	12 series, 6 weeks each	72 Children 72 Parents	12	1,728
FY 2017-18	12 series, 6 weeks each	72 Children 72 Parents	12	1,728
FY 2018-19	12 series, 6 weeks each	72 Children 72 Parents	12	1,728

Program Summary				
<p>(5) Early Learning for PACT 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. Apreniendo con Mama y Papa is a series of PACT classes oriented around activities which encourage parents to interact with and stimulate their child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixteco population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipulative, art, nutrition, book-sharing. <i>Subcontracted to Mixteco Indigena Community Organizing Project (MICOP).</i></p>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	7 series, 6 weeks each	56 Children 42 Parents	6	588
FY 2017-18	7 series, 6 weeks each	56 Children 42 Parents	6	588
FY 2018-19	7 series, 6 weeks each	56 Children 42 Parents	6	588

Program Summary				
<p>(6) Early Learning for PACT Provide child development and nurturing support for parents of <i>infants to 2 year olds</i>. Play and learn workshops are designed to improve parent's understanding of basic child development, healthy parent/child interactions, and responsiveness to babies' needs. My Parents & Me / Mis Padres y Yo sample topics include; Infant massage, Essential touch, Nurturing home environments (for optimal learning), Parent/child communication, Safety at Home, Basic Child Development. Two cohorts of parent/child dyads; (1) infants to 1 year olds, (2) 1 year olds to 2 year olds. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday morning and afternoons as well as some early evenings and Saturdays to accommodate schedules of working parents. . <i>Subcontracted to El Centrito Family Learning Centers.</i></p>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	8 series, 8 weeks each	53 Children 53 Parents	8	848
FY 2017-18	8 series, 8 weeks each	53 Children 53 Parents	8	848
FY 2018-19	8 series, 8 weeks each	53 Children 53 Parents	8	848

Program Summary				
<p>(7) Early Learning for PACT Parent & Child Together (PACT) promotes positive parent/child relationships, supports social and language rich environments. Key strands embedded throughout the sessions provide parents with an opportunity to build skills and learning around Positive Adult/Child Interactions, Child Development, Brain Development, Early Literacy, Healthy Life Choices. This activity targets parents and children 0-3 years old. Each session provides hands on experiences for parents and their children which can be easily replicated and reinforced at home.</p>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	24 series, 6 weeks each	120 Children 120 Parents	6	1,080
FY 2017-18	24 series, 6 weeks each	120 Children 120 Parents	6	1,080
FY 2018-19	24 series, 6 weeks each	120 Children 120 Parents	6	1,080

Program Summary				
<p>(8) Family/caregiver Literacy Program Story Time --This activity targets parents and children 0-4 years old and provides parents an opportunity to build skills and learning around Early Literacy, Positive Adult/Child Interactions and Child Development. Each session provides hands on experiences for parents and their children which can be easily replicated and reinforced at home.</p>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	5 series, monthly class at 5 sites.	75 Children 75 Parents	7	1,050
FY 2017-18	5 series, monthly class at 5 sites.	75 Children 75 Parents	7	1,050
FY 2018-19	5 series, monthly class at 5 sites.	75 Children 75 Parents	7	1,050

Program Summary				
(9) Service Coordination/Case Management				
Provide Service Coordination/Case Management to health, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies. Case managers assist parents in developing individual long-term and short-term goals. Staff facilitates a multi-disciplinary team model that serves as the basis for service coordination and the integration of services provided by health and mental health professionals, early learning providers, and other community resources. Program staff will assist parents in the coordination of monthly Parent Advisory meetings at each FRC. Families needing health insurance enrollment assistance will be referred to VCPH for follow up.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	250 Parents	8	2,000
FY 2017-18	N/A	250 Parents	8	2,000
FY 2018-19	N/A	250 Parents	8	2,000

Program Summary				
(10) Developmental Screening – Parent Navigation				
Provide parent navigation using a multi-disciplinary team model that serves as the basis for service coordination and the integration of services provided by health and mental health professionals, early learning providers, and other community resources.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	100 Parents	4	400
FY 2017-18	N/A	100 Parents	4	400
FY 2018-19	N/A	100 Parents	4	400

Program Summary				
(11) Developmental Screening – ASQ				
Oxnard NfL Family Liaisons will provide workshops to guide parents in administering the ASQ-3 for children in preschool. Results of the ASQ will be scored and communicated to parents, with appropriate follow-up, interventions and referrals to collaborating agencies.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	200 Parents	2	400
FY 2017-18	N/A	200 Parents	2	400
FY 2018-19	N/A	200 Parents	2	400

Program Summary				
(12) Service Coordination/Case Management				
Provide <u>Case Management</u> , services and interpretation as needed for medical, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies specifically for Mixteco 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. <i>Subcontracted to MICOP.</i>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	300 Parents	8	2,400
FY 2017-18	N/A	300 Parents	8	2,400
FY 2018-19	N/A	300 Parents	8	2,400

Program Summary				
(13) Parenting Education: Triple P Level 2				
Provide brief information sessions/parent education classes for groups of parents who are interested in learning about children's behavior. Seminars are used to promote awareness of Triple P and as informative brief information sessions for any parent. The seminar series includes specific seminars on the following topics: The Power of Positive Parenting; Raising Confident, Competent Children; Raising Resilient Children. Provide 5 series of 3, 90 minute classes.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	5 series, 3 weeks each	25 Parents	3	75
FY 2017-18	5 series, 3 weeks each	25 Parents	3	75
FY 2018-19	5 series, 3 weeks each	25 Parents	3	75

Program Summary				
(14) Parenting Education: Triple P Level 3				
Triple P Level 3 interventions incorporate brief behavioral consultation as an early detection and brief intervention approach to managing identified behavior problems.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	N/A	25 Parents	3	75
FY 2017-18	N/A	25 Parents	3	75
FY 2018-19	N/A	25 Parents	3	75

Program Summary				
(15) Parent Education: General				
Provide Parent Education programs focusing on child development; parent skills and children's health. Topics are determined by both the NfL and parents, based on surveys and/or assessments of what will best help parents of young children <i>Provided in collaboration with outside agencies and organizations.</i>				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	10 workshops	50 Parents	10	500
FY 2017-18	10 workshops	50 Parents	10	500
FY 2018-19	10 workshops	50 Parents	10	500

Program Summary				
(16) Parent Education: General				
Provide Parent Education/Parent Advisory programs focusing on child development; parent skills and children's health. Topics are determined by both the NfL and parents, based on surveys and/or assessments of what will best help parents of young children; Nutrition, topics have included children and TV/media; getting children ready for school; and how to play with your children.				
Fiscal Year	Milestone	Projected number of participants	Projected number of contacts per participant	Projected number of service contacts
FY 2016-17	10 workshops	50 Parents	8	400
FY 2017-18	10 workshops	50 Parents	8	400
FY 2018-19	10 workshops	50 Parents	8	400

Standard Operational Provisions:

1. The NfL will establish and maintain a governance board, including a minimum of 2 parent members, which will be the decision-making body for the NfL. The NfL governance board will establish bylaws that have been approved by the First 5 Commission before taking effect.
2. Maintain a multidisciplinary team approach to coordinating services, including but not limited to: NfL staff, PHN, health educator, mental health professional, social worker, special education staff and other community service providers as appropriate and available.
3. Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
4. Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services.
5. Continue collaboration with Triple P Program through staff training, delivery of Level 2 and 3 services, and referral for Level 4 and 5 services.
6. Identify family needs and provide referral/follow-up on: health insurance, medical/dental home and utilization, developmental screenings, preschool.
7. Continue to identify and outreach to underserved populations, e.g. reaching families prenatally, culturally and linguistically isolated, etc.
8. Implement developmental screening, referral, and follow-up in coordination with Ventura County Public Health or through trained staff.
9. Actively seek opportunities to convert First 5 funded preschool spaces to State Preschool funding whenever possible.
10. Implement a sliding parent-fee schedule for preschool service.
11. Identify opportunities to work with school districts on assigning SSID at PreK entry for all preschool students within the area.

Program Specific Operational Provisions:

1. The Parent Advisory groups will meet monthly at each Family Resource Center (FRC) to assess the needs of each community and provide information, programming and implementation input, dialogue and make recommendations to the Oxnard NfL Committee as to services provided through the Oxnard NfL and FRCs. Parent leadership development and empowerment support will further cultivate parent's comfort levels with formal and informal committee settings and enhance opportunities for parents to express views regarding the work of the NfL.
2. The NfL will provide community resource and referral, linking parents to medical, dental, vision, mental health and other social services and community agencies, with an annual target of 3,000 parents served.
3. Submit a proposed plan and budget by August 30, 2016 for expanded NfL services that will be provided through F5VC funding made available by leveraging state preschool dollars.

OXNARD SCHOOL DISTRICT
OXNARD NEIGHBORHOOD FOR LEARNING
July 1, 2016 to June 30, 2019

BUDGET

FY 2016-17 (July 1, 2016 - June 30, 2017):

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	727,589	16,000		743,589
II. OPERATING EXPENSES	26,990		400,000	426,990
III. OTHER EXPENSES				
Subcontractors:				
Marina West Head Start Preschool - CDR		81,485		81,485
Sierra Linda NfL Preschool - CDR		184,699		184,699
Harrington Preschool - Continuing Development, Inc.	206,236	103,118		309,354
Infant/Toddler (PACT) - El Centrito	17,500		1,747	19,247
Infant/Toddler (PACT) - MICOP	15,291		1,529	16,820
Case Management of Mixtec Families - MICOP	89,698		8,489	98,187
Other Expenses:				
TBD	346,944			
IV. INDIRECT	37,607			37,607
TOTAL BUDGET	1,467,855	385,302	411,766	1,917,978

FY 2017-18 (July 1, 2017 - June 30, 2018):

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	727,589	16,000		743,589
II. OPERATING EXPENSES	26,990		400,000	426,990
III. OTHER EXPENSES				
Subcontractors:				
Marina West Head Start Preschool - CDR		81,485		81,485
Sierra Linda NfL Preschool - CDR		184,699		184,699
Harrington Preschool - Continuing Development, Inc.	206,236	103,118		309,354
Infant/Toddler (PACT) - El Centrito	17,500		1,747	19,247
Infant/Toddler (PACT) - MICOP	15,291		1,529	16,820
Case Management of Mixtec Families - MICOP	89,698		8,489	98,187
Other Expenses:				
TBD	346,944			
IV. INDIRECT	37,607			37,607
TOTAL BUDGET	1,467,855	385,302	411,766	1,917,978

*Minimum match percent is 10%.

OXNARD SCHOOL DISTRICT
OXNARD NEIGHBORHOOD FOR LEARNING
July 1, 2016 to June 30, 2019

BUDGET

FY 2018-19 (July 1, 2018 - June 30, 2019):

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	727,589	16,000		743,589
II. OPERATING EXPENSES	26,990		400,000	426,990
III. OTHER EXPENSES				
Subcontractors:				
Marina West Head Start Preschool - CDR		81,485		81,485
Sierra Linda NfL Preschool - CDR		184,699		184,699
Harrington Preschool - Continuing Development, Inc.	206,236	103,118		309,354
Infant/Toddler (PACT) - El Centrito	17,500		1,747	19,247
Infant/Toddler (PACT) - MICOP	15,291		1,529	16,820
Case Management of Mixtec Families - MICOP	89,698		8,489	98,187
Other Expenses:				
TBD	346,944			
IV. INDIRECT	37,607			37,607
TOTAL BUDGET	1,467,855	385,302	411,766	1,917,978

**OXNARD SCHOOL DISTRICT
OXNARD NEIGHBORHOOD FOR LEARNING**

Contract Term: July 1, 2016 through June 30, 2019

PAYMENT METHOD

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

1. CONTRACTOR shall be paid in advance, in monthly installments, provided that CONTRACTOR is not in default under any provisions of this agreement as follows:
 - 1.a. \$122,321.00 for the period of July 1, 2016 through June 30, 2019.
2. Advance payment will be disbursed on or about the first day of each month for the term of the contract. The last installment or remaining balance due for each funding period will be released within 30 days upon receipt of a complete and accurate Year-end Progress and Expenditure Report.
3. Payments for the contract term of July 1, 2016 through June 30, 2019 shall not exceed \$4,403,565.00 in accordance with Exhibit C and the services described in Exhibit B.
4. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance with Exhibit C for services rendered. CONTRACTOR will be paid actual costs only, even if the costs estimated in CONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
5. At its sole discretion, COMMISSION may increase, decrease, or completely eliminate advance payments based upon COMMISSION's assessment of CONTRACTOR's performance, the activity level of the program, the need for advance payments, and other factors COMMISSION deems appropriate.
6. COMMISSION may request CONTRACTOR to submit a monthly report of expenditures during the final months of the contract period, if it appears that the CONTRACTOR may not utilize the full contract amount.
7. If at the end of each funding period as set forth above in paragraph 1, CONTRACTOR has not utilized funds advanced, CONTRACTOR shall return that amount to COMMISSION within forty-five (45) days of the close of the funding period.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- | | | | |
|--------------|--|-------|---|
| | Study Session: | _____ | |
| | Closed Session | _____ | |
| A-1. | Preliminary | _____ | |
| A-II. | Reports | _____ | |
| B. | Hearings | _____ | |
| C. | Consent Agenda | _____ | Agreement Category: |
| | | | <input checked="" type="checkbox"/> Academic |
| | | | <input type="checkbox"/> Enrichment |
| | | | <input type="checkbox"/> Special Education |
| | | | <input type="checkbox"/> Support Services |
| | | | <input type="checkbox"/> Personnel |
| | | | <input type="checkbox"/> Legal |
| | | | <input type="checkbox"/> Facilities |
| D. | Action Items | _____ | |
| F. | Board Policies 1st Reading | _____ | 2nd Reading _____ |

Approval of Addendum #1 to Agreement/MOU #16-58, Ventura County Office of Education (Freeman/Thomas)

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement/MOU #16-58 with the Ventura County Office of Education (VCOE) to provide professional development to staff in the Oxnard School District for the 2016-2017 school year for the Mathematics California Common Core State Standards (CCSS-M) and continued support for the implementation of the CCSS and the California ELD Standards including Reading Foundational Skills, in the amount not to exceed \$47,933.60.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement/MOU #16-58 by \$14,053.00 for a total cost of \$61,986.60 for 2016-2017. The increase is due to additional service dates added for the period of January 2017 through June 2017, per Addendum #1.

FISCAL IMPACT:

Not to exceed \$14,053.00 – Title I

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Addendum #1 to Agreement/MOU #16-58 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

- Attached:** Addendum #1 (1 Page)
Agreement/MOU #16-58, Ventura County Office of Education (1 Page)

**ADDENDUM #1 TO AGREEMENT #16-58 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 Department staff in training administrators, coaches and teachers in the Oxnard School District, hereafter called “the District.” The purpose is to support staff in the Mathematics California Common Core State Standards (CCSS) and continued support for the implementation of the CCSS and the California ELD Standards including Reading Foundational Skills.

This serves as an Addendum to the Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting the CCSS implementation support for teachers, coaches, and administrators. 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:**
 - d. Provide up to an additional ten (10) half days of reading foundational skills support at the VCOE including room, beverages and breakfast snacks (1/12/17, 1/20/17, 2/3/17, 2/24/17, 2/27/17, 3/1/17, 3/14/17, 3/20/17, 3/24/17, 4/21/17) with CI staff for a total of \$12,776.00.
 - e. Maintain ownership of all documents and data produced in the training sessions.
2. **Oxnard School District agrees to:**
 - a. Ensure each participant has the appropriate set of CCSS standards for ELA, ELD, Mathematics and appendices.
 - b. Support trainings by expecting regular classroom visits by site principal to monitor implementation of new learning.
 - c. Pay for and provide substitute teachers, if they are needed.
 - d. Pay Ventura County Office of Education, Curriculum and Instruction Department Division an additional \$12,776.00 plus materials, handouts and graphics charges for training not to exceed \$1,277.00 for a total \$14,053.00.

The Ventura County Office of Education shall monitor this Addendum #1 to Agreement #16-58 to oversee implementation of project activity. This Addendum to the Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented between January 2017 and June 2017.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education:

Antonio Castro, Ed. D., Associate Superintendent

Date

Tom Etchart, Director, Business

Date

AGREEMENT #16-58 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 Department staff in training administrators, coaches and teachers in the Oxnard School District, hereafter called "the District." The purpose is to support staff in the Mathematics California Common Core State Standards (CCSS-M) and continued support for the implementation of the CCSS and the California ELD Standards including Reading Foundational Skills.

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 the CCSS implementation support for teachers, coaches, and administrators. 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 twelve (12) afternoon sessions (9-8-16, 10-6-16, 10-13-16, 11-7-16, 11-28-16 and 12-1-16) of mathematics support for up to 30 certificated staff each with CI staff: fees include customized design and facilitation, for a total of \$12,600.00.
 - b. Provide six days (9-20-16, 9-21-16, 9-22-16, 1-17-17, 1-18-17, and 1-19-17) of mathematics support to up to 30 certificated staff for each 6-8 grade level session with CI staff: fees include customized design and facilitation for a total of \$15,200.00.
 - c. Provide educational leadership ELD coaching to district administrator(s): fees include customized design and facilitation for up to 5 sessions for a total of \$3,000.00.
 - d. Provide up to ten (10) half days of reading foundational skills support at the VCOE including room, beverages and breakfast snacks (9-29-16, 10-6-16, 10-13-16, 10-27-16, 11-3-16, 11-10-16, 11-17-16), or designated OSD sites (9-15-16, 10-19-16, 10-20-16) with CI staff: for a total fee of \$12,776.00.
 - e. Maintain ownership of all documents and data produced in the training sessions.

2. **Oxnard School District agrees to:**
 - a. Ensure each participant has the appropriate set of CCSS standards for ELA and ELD.
 - b. Support trainings by expecting regular classroom visits by site principal to monitor implementation of new learning.
 - c. Pay for and provide substitute teachers, if they are needed.
 - d. Pay Ventura County Office of Education, Curriculum and Instruction Department Division \$43,576.00 plus the additional materials, handouts and graphics charges for training not to exceed \$4,357.60 for a total \$47,933.60.

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 between August 2016 and June 2017.


For the Oxnard School District:



Lisa A. Franz, Director, Purchasing

8-4-16
Date

For the Ventura County Office of Education:



Antonio Castro Ed.D., Associate Superintendent

8/8/16
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
X **Enrichment**
____ **Special Education**
____ **Support Services**
____ **Personnel**
____ **Legal**
____ **Facilities**
- D. Action Items** _____
F. Board Policies 1st Reading _____ **2nd Reading** _____

Approval of Overnight Field Trip and Agreement #16-188 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Chavez School (Freeman/Perez)

Camp Whittier works with a group of trained and highly experienced local naturalists and challenge course facilitators to offer top-notch outdoor education programs for schools and youth groups which can be tailored to meet the 6th grade Science curriculum. Students will experience learning opportunities such as team building activities, focus on group dynamics, and the individual's role in the group. Students are encouraged to challenge themselves to reach new heights by scaling high ropes. Students also learn a variety of skills including weaving yucca cordage, archery, and shelter building. While teaching Astronomy the program staff gives students a systems perspective of the night sky, identifying major constellations and sharing stories about how they got their names. Groups are guided through the process of coming up with a skit, preparing, practicing, then performing before the larger group at the final night's campfire.

FISCAL IMPACT:

There is no impact to the General Fund. Costs are \$250 per student, \$160 per district staff member/chaperone, and the total including insurance and round-trip bus transportation is not to exceed \$20,300.00. Costs will be paid from the Donation Fund.

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #16-188 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier, at no cost to the district.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-188, United Boys & Girls Clubs of Santa Barbara County-Camp Whittier (6 Pages)
Certificate of Insurance (1 Page)



Camp Whittier

2400 Hwy. 154, Santa Barbara, CA 93105
(805) 962-6776

tstepien@unitedbg.org www.campwhittier.org

Camp Whittier Contract

Group Name: Cesar Chavez Elementary School

Mailing Address: 301 N. Marquita St., Oxnard, CA, 93030

Contact: Joel Doswell

Email: jdoswell@oxnardsd.org

Phone: 805-217-4645

Alt. Phone:

Early Staff Arrival Date:

Early Arrival Time:

Early Arrival Count:

Group Arrival Date: Monday, December 12th, 2016

Arrival Time: 10:00am

Minimum Guaranteed # of Participants: 69

Min. Guaranteed # of Meals per Person: 10

Orientation Time: arrival

Departure Date: Thursday, December 15th, 2016

Departure Time: 1:00pm

Mode of Transportation:

Bus Vans Multiple Personal Vehicles Other: _____

Meal Schedule:

Standard Meals	Standard Time	Alternative Meals	Alternative Time
Breakfast	8:00am		
Lunch	12:30pm		
Dinner	6:00pm		

Week 1	Breakfast	Lunch	Dinner	Week 2	Breakfast	Lunch	Dinner
Monday		69	69	Monday			
Tuesday	69	69	69	Tuesday			
Wednesday	69	69	69	Wednesday			
Thursday	69	69		Thursday			
Friday				Friday			
Saturday				Saturday			
Sunday				Sunday			

Facilities Use:

<input checked="" type="checkbox"/>	Creek Cabins	
<input checked="" type="checkbox"/>	Creek Lodge	
<input checked="" type="checkbox"/>	Canyon Cabins	
<input checked="" type="checkbox"/>	Canyon Lodge/Dorms	
<input checked="" type="checkbox"/>	Mountain Cabins	2 for teachers
	Pool	
<input checked="" type="checkbox"/>	Archery Range	CW program
<input checked="" type="checkbox"/>	Challenge Course	CW program
	Kitchen Rental	

Special Requests and Notes: final invoice will account for additional persons



Camp Whittier

2400 Hwy. 154, Santa Barbara, CA 93105
(805) 962-6776
tstepien@unitedbg.org www.campwhittier.org

Camp Whittier Contract and Invoice

Use Fees: Payable by check, cash, or credit card (3.5% processing fee applies to all credit card transactions.)

Item	Quantity	Cost/Unit (\$)	Total Cost (\$)
3 Nights and 10 Meals	10	160	1600
Outdoor Ed classes	61	90	5490
		Total:	7090

Due Date for Use Fees: upon arrival or upon invoice

Security Deposit: Payable by Money Order. In addition to Use Fees. Assuming all terms of the contract and attached Use Agreement have been met, the money order will be returned to you upon departure.

Item	Quantity	Cost/Unit (\$)	Total Cost (\$)
Security Deposit	1	1500	1500
		Total:	1500

Security Deposit: Received

**Checks and Money Orders can be made out to "UBGC of SB" OR "Camp Whittier".
Mail payments to 2400 Hwy. 154, Santa Barbara, CA 93105**

Contract Minimums and Cancellation Policy:

Upon signing this contract you agree to pay for a minimum of 69 campers and meals per person. Additional participants and meals can be added with approval from the Camp Director and at least two weeks' written notification. A security deposit and signed contract are required in order to secure a requested date. The security deposit is nonrefundable if you cancel your reservation 90 days or less prior to your stay. The following refund amounts apply to full or partial reservation cancellations:

Days Prior To Reservation Start	Refund Amount per Meal/Night/Program	Refund Amount for Total Cancellation
>91 days	100%	100% minus \$350 from deposit
61-90 days	80%	80% minus full deposit
31-60 days	60%	60% minus full deposit
14-30 days	40%	40% minus full deposit
0 to 13 days	0%	0% minus full deposit

Authorized Signature Group Representative: _____
Lisa A. Franz
Director, Purchasing
United Boys & Girls Clubs of Santa Barbara County

DATE: _____

**United Boys & Girls Clubs of Santa Barbara County
Camp Whittier**

2400 Hwy. 154
Santa Barbara, CA 93105

P: (805) 962-6776
F: (805) 693-1686

tstepien@unitedbg.org
campwhittier.org



Bill To: Ceasar Chavez Elementary School Phone: 805-385-1524
 Contact: Joel Doswell Other: 805-217-4645
 Address: 301 N. Marquita Street Email: jdoswell@oxnardsd.org
 Oxnard, CA 93030-3698

Invoice #: Max. Quote

Invoice Date: 11/14/2016

Terms:

**final balance due 12/30/16*

with PO in place by arrival

EVENT: 6th Grade Outdoor Education Camp Oxnard School District

Date	Description	Qty	Unit Price	Discount	Price
12/12-15/16	Outdoor Education Group Rental				\$ -
	3 nights lodging	79	\$ 60.00		\$ 4,740.00
	10 meals	79	100.00		\$ 7,900.00
	outdoor education	70	90.00		\$ 6,300.00

Invoice Subtotal	\$ 18,940.00
Payments Rcvd.	\$0.00
Other	-
TOTAL DUE	\$18,940.00

Make all checks payable to "UBGC of SB"
 if possible, please put "Camp Whittier" in the notes

SECURITY DEPOSIT
Rcvd. 5/26/16
\$1,500.00
ck#5007056539

PAYMENT DETAILS			
Date	Type	Detail	Amount
		Total	\$0

Camp Whittier Use Agreement

User Group Insurance

1) User group agrees to provide proof of the following form of insurance before arrival at camp.

COMPREHENSIVE GENERAL LIABILITY INSURANCE with minimum limits of \$1,000,000 personal injury, sickness, or death per any one occurrence and \$1,000,000 for loss or damage of property per any one occurrence.

2) User group shall have the UNITED BOYS & GIRLS CLUBS OF SANTA BARBARA COUNTY named as additional insured on user's Comprehensive General Liability Insurance policies for the period user group is using camp facilities.

3) It is understood and agreed that any insurance provided by user group in accordance with agreement shall be deemed primary insurance and shall not look to any insurance of the UNITED BOYS & GIRLS CLUBS OF SANTA BARBARA COUNTY for contribution.

User Group Agrees:

1) To observe all rules of the County of Santa Barbara and the U.S. Forest Service, including those that provide that no wood be cut, and no fires or smoking be allowed except in designated areas.

2) To abide by the Camp Whittier Rule and Regulations.

3) **Pool/ Swimming:** The pool is off-limits unless the user group provides lifeguard services equivalent to those defined in Section 116028 of the California Health and Safety Code, and American Camp Association section PA-3, which states:

- There shall be a designated aquatics supervisor who is at least 18 years of age and who shall possess an American Red Cross Lifeguard Certificate, YMCA Swim Lifesaving Certificate or its equivalent certificates.
- Lifeguard service shall be provided at a ratio of 1 lifeguard for each 25 campers in the water.
- In addition to providing a certified lifeguard, will also provide a "lookout" that will be on duty with the certified lifeguard at all times when the pool is in use. Pool usage must be approved ahead of time by management.

4) **Camper Supervision:** The user group is responsible for all supervision of attendees and for supervising any specialized activities for the duration of the contract and agrees to obtain appropriate screening for all staff who are responsible or may come in contact with minor campers including a criminal background check and a check of the National Sex Offender Public Website. User group also agrees to provide adult supervision in each cabin as well as ensure the proper ratios for camper supervision. Camp Whittier recommends the following supervision ratios:

4-to 5-year-old day campers	1:6	for overnight campers	1:5
6- to 8-year-old day campers	1:8	for overnight campers	1:6
9- to 14-year-old day campers	1:10	for overnight campers	1:8
15- to 17-year-old resident campers	1:12	for overnights	1:10

Exceptions to the above ratios are noted in the policies for swimming, archery, and ropes course. The user group is advised to evaluate their program and determine times when at least two staff members are required to be present such as overnight, evening programs, showers, rest time, when there is not easy accessibility to get help in the event of an emergency, etc.

At least 80% (100% for camps primarily serving persons with special needs) of the staff/camper ratios established need to be staffed by persons age 18 and older. All staff is at least 16 years of age and at least two years older than the minors with whom they are working.

In the event of an emergency when the ratios may not be met, use your best judgement. Utilize older campers and the intercom/walkie talkie when necessary.

5) **Medical:** To require participants in a supervision position to be trained in age-appropriate CPR/AED certified by the American Red Cross, American Heart Association or another nationally recognized certification for emergency medical needs. For youth groups (children under age eighteen (18) who are unaccompanied by a parent or guardian), participants in a supervision position should be trained in age-appropriate first aid certified by a nationally recognized provider.

6) **Emergencies:** To have emergency transportation available if necessary. It is the user group's responsibility to provide all necessary emergency care, first aid, equipment, staff, supervision and transportation during an emergency, except when it is deemed appropriate that this be provided by community emergency response personnel. Camp Whittier recommends that the user groups compile a list of all participants that include emergency names and contact numbers, medications, allergies, health conditions requiring treatment, restrictions, and permission to treat. Camp Whittier also advises participants to come prepared with a list of all participants with their emergency contacts, and have available first aid supplies, and/or first aid equipment. User groups must get signed permission to seek emergency treatment or a signed religious waiver for minors without a parent on site. Information will be given to user groups concerning emergency procedures and reporting requirements. User groups are also responsible to notify camp director in all emergency situations.

7) **Kitchen Rental Policy:** Only applicable to groups who have specifically added kitchen rental to their rental contract. User group agrees to take on all responsibility and liability for food prepared and served in the kitchen, as well as for the safety of staff and campers utilizing the kitchen area and equipment under their direction. User group will be provided with a basic orientation to the kitchen but is responsible to have an experienced ServSafe or equivalently certified staff or camper managing the kitchen during their rental. User group is expected to follow all posted directions for kitchen procedures, including but not limited to dishwasher use, refrigerator storage, sanitizing, and hand-washing. All surfaces must be cleaned and rinsed. This includes walls, storage shelves, and garbage containers. Proper cleaning and sanitizing methods are to be used on all surfaces, utensils, equipment, etc. General guidelines for the effective use of Chlorine, Iodine, and Quats is to be followed. It is expected that the kitchen will be left in the same condition concerning cleanliness and functionality at the end of the user group's stay as it was when they arrived. Additional fees beyond the standard \$75 cleaning fee will be collected should Camp Whittier require more than responsible time to clean or repair the kitchen or any equipment after the user group's stay.

8) To pay any damage to camp property during occupancy of camp facilities, other than normal wear and tear, which are discovered during the departure inspection by the director of Camp Whittier. Camp Whittier shall have no obligation to identify the member or members of the user group responsible for the damage. The user group is responsible for the supervision and the behavior of attendees. The camp facilities will be inspected by the camp director prior to the arrival of the user group and will be re-inspected prior to or immediately after user group's departure. The initial inspection will be considered correct unless variances are noted in writing by the user group leader and presented to the camp director within two hours of arrival. The user group agrees to leave the camp, cabins and bath/shower rooms in the condition that it was found, clean and swept upon departure.

9) It is understood and agreed that no weapons of any kind or illegal drugs are permitted on the premises. Alcohol may be consumed on camp property by those over 21 years of age when an Alcohol Waiver has been signed.

10) To pay deposits, security deposit, and camp rental fees upon agreed upon payment schedule. User group agrees to pay all invoices on time, pay 1-1/2 % per month for an annual rate of 18% service charge on past due amounts and pay court costs, and/or reasonable attorney's fees, or both, if collection is necessary through process of suit.

11) User group is not permitted the use of the archery range, any ropes course equipment, low or high, unless contracted with Camp Whittier and under the supervision of a certified facilitator.

12) User group is responsible to provide their own wood for campfires and for use in the dining hall fireplace.

13) The user group understands that this is a closed facility. Only guests who have paid camp's fee may use the property. Any intruders must kindly be explained that we do not let people walk around camp for safety reasons, especially when people were are in camp. Someone must escort the intruder to the office. The Camp Director reserves the right to eject any individuals from the property who have not paid the camp's fee as well as anyone who is acting in a destructive or belligerent manner that negatively affects the camp staff or could cause damage to property.

Hold-Harmless Agreement

User group shall indemnify, hold free and harmless, assume liability for and defend Camp Whittier, its chartered affiliates, agents, servants, employees, officers, and directors from any and all costs, and all other sums, which the camp, its chartered affiliates are obligated to pay on account of any, all and every demand for, claim or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of user group's use of real or personal property belonging to Camp Whittier, its chartered affiliates, agents, servants, employees, officers and directors, or omission by user group, its members, agents, servants, employees, officers or directors.

Camp Whittier Agrees:

- 1) To provide administrative assistance and maintenance for the period contracted.
- 2) To provide food service for the period contracted, unless otherwise indicated in the contract.
- 3) To be able to cancel this agreement for other than breach of these terms upon reasonable notice. Reasonable notice is defined as as soon as possible upon becoming aware of a circumstance which results in cancellation. All efforts will be made to give as much notice as possible.
- 4) To provide certified facilitator staff for any contracted specialized recreational activities such as archery or ropes course unless the group has agreed to provide their own certified staff with documentation.

Requests for any changes to the foregoing must be submitted for approval to Camp Whittier administrative office in writing at least 90 days prior to rental day.

	Lisa A. Franz	
	Director, Purchasing	
_____	_____	_____
Authorized Signature Group Representative	Print Name & Title	Date Signed
<u>Chavez Elementary School</u>	<u>12/12/16 - 12/15/16</u>	
Group/Organization Name	Event Date	

Camp Whittier Rules and Regulations

1. There is a land line phone available for emergencies only in the camp office and in our staff housing. Cell phone reception at camp is not consistent or reliable.
2. In case of an emergency, an alarm will sound throughout camp. If the alarm is disabled camp staff will knock on cabin doors. If you hear an alarm, report to the main field below the pool for further instruction.
3. There are no public computers or wifi access at camp.
4. Use of the kitchen, including the walk-in refrigerator, is only by previous approval from the Camp Director. Fees may apply.
5. Special dietary restrictions must be submitted to the camp staff for approval. All special meal requests must be submitted in writing with at least two weeks' notice. We may not be able to accommodate all requests.
6. You must designate a contact prior to your stay to check your group in and out with our Camp Host
7. Bedding and toiletries are not provided by the camp.
8. Only use those building specifically assigned to you.
 - a. No tacks, nails, staple gun or duct tape on or in buildings or trees in camp. Do not attach anything to the fans at camp. No tape on any walls or painted surfaces at camp. If paint from any surface is removed from the use of tape, the user group will incur a charge.
 - b. If you have food in your cabin, you may attract ants or small animals
9. All personal sports equipment brought into camp should be stored and handled safely by rental groups to ensure the protection of all people.
10. The following items are not permitted in camp:
 - a. Pets except service animals with current copy of immunization records
 - b. Candles
 - c. Gum and balloons (which can harm wildlife if left out)
11. If you are hiking please remember:
 - a. Potential hazards found on our property include poison oak, ticks, snakes, mountain lions, and other wildlife such as skunks, wasps, and bobcats
 - b. Be respectful of plants and animals you encounter and try to leave the trail untouched.
 - c. Do not leave trash behind you on the trail
12. Vehicles in Camp
 - a. The speed limit throughout camp is 4mph.
 - b. Other than at arrival and departure times, driving vehicles through the camp is prohibited. Special exceptions can be made for transporting campers with physical challenges.
 - c. One emergency vehicle may be parked outside the Canyon Lodge for the duration of your stay. All other vehicles should be parked in lots outside of the main camp.
 - d. All vehicles must be driven by a licensed driver with current insurance.
 - e. All vehicles which coming or going after 10pm must be parked in the Oak Grove parking lot outside of camp.
 - f. All vehicles must stay on roadways – no off road driving permitted.
 - g. At no time are passengers allowed in the beds of trucks or hanging onto the sides of vehicles. All passengers should be seated while the vehicle is moving and be wearing seatbelts.
13. Smoking is only permitted in one area of camp - in the gravel area front of the Dining Hall next to the fire pit. All cigarette butts must be put in the pits or cigarette can.
14. Please put all trash into cans and separate recyclables.
15. Please do not place any stakes into the main field without approval as this could damage the sprinkler system.
16. Quiet hours are 10:00pm-7:00am. Please be respectful of our camp staff who live on-site during these hours.
17. Upon Departure:
 - a. The user group agrees to leave the camp, cabins and bath/shower rooms in the condition found.
 - b. Trash is to be picked up and cabins floors are to be swept
 - c. Any additional work, cleaning or restoration which must be completed by Camp Whittier staff due to rental group negligence will be billed at \$150/hour plus cost of any materials needed.

I have read and agree to the above rules for our group's use of Camp Whittier. I further agree to communicate these rules to all members of my party.

Lisa A. Franz

Director, Purchasing

Authorized Signature Group Representative

Print Name & Title

Date Signed

Chavez Elementary School

Group/Organization Name

12/12/16 - 12/15/16

Event Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2016

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).

PRODUCER License # 0757776 Santa Barbara, CA - HUB International Insurance Services Inc. P O Box 3310 Santa Barbara, CA 93130-3310	CONTACT NAME: Elvia Silva PHONE (A/C, No, Ext): (805) 879-9505 E-MAIL ADDRESS: elvia.silva@hubinternational.com	FAX (A/C, No): (805) 617-1762	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED United Boys & Girls Clubs of Santa Barbara County P. O. Box 1485 Santa Barbara, CA 93102	INSURER A : Great American Insurance Company of New York		22136
	INSURER B : Great American Insurance Company		16691
	INSURER C : Great American Alliance Insurance Company		26832
	INSURER D : Security National Insurance Company (Am Trust)		19879
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PAC4007161	11/13/2016	11/13/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							ABUSE OR MOLEST	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAP4007162	11/13/2016	11/13/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB4007163	11/13/2016	11/13/2017	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			SWC1113783	06/01/2016	06/01/2017	<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
A	General Liability			PAC4007161	11/13/2016	11/13/2017	Each Error	1,000,000

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

~ For Information Only Cert ~
Named Insured: Camp Whittier
Evidence of insurance is provided to the named insured/certificate holder listed below.
~ For Information Only Cert ~

CERTIFICATE HOLDER

CANCELLATION

For Information Only Camp Whittier 2400 Hwy 154 Santa Barbara, CA 93105	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 

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-162 – Dr. Carolyn Banks (Freeman/Sugden)

Dr. Carolyn Banks will provide consultant services to Oxnard School District, Special Education Services, during the 2016-2017 academic school year. Services to include:

- Examine and analyze utilization of current SLP staff, SLPA staff and paraprofessionals based on Policy recommendations of Professional Organization (ASHA) as well as effective practices of highly effective school districts.
- Perform Case Load Analysis - utilize Communication Severity Scale and/or other devices to determine appropriate case load in terms of number of students served and the minutes of therapy warranted by IEPs.
- Develop rationale/evidence for allocation of service minutes to individual students.
- Examine use of technology by individual SLP within the district as well as an analysis of appropriate quantity and source(s) of technology support required.
- Examine research and best practice on criteria and procedures for dismissal from service or transitioning to consult/collaboration model.
- Examine current practices and alternatives to the intake process for students entering the district as referrals from agencies as students become eligible for district provided special education services with specific focus on speech and language services.
- Appraise the overall effectiveness of the Speech and Language Component of the Special Education Services of the Oxnard School District and provide feedback on the indicators of quality and make recommendation for areas needing strengthening or improving.
- Inventory of Assessments used in the Speech and Language Pathology Program.

FISCAL IMPACT:

Not to exceed \$35,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-162 with Dr. Carolyn Banks.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-162, Dr. Carolyn Banks (13 Pages)
Scope of Services (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-162

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of December, 2016 by and between the Oxnard School District (“District”) and Dr. Carolyn Banks (“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 December 8, 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 shall not exceed Thirty Five Thousand Dollars (\$35,000.00), including potential costs associated with attending conferences – Registration, lodging, meals & mileage reimbursement, 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: Amelia Sugden
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Dr. Carolyn Banks
 20296 S. Mountain Road
 Santa Paula, CA 93060
 Phone: (805) 933.1298
 Cell: (805) 217.2477
 Email: drcbanks@verizon.net

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.** AMELIA SUGDEN 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:

DR. CAROLYN BANKS:

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 #16-162

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-162

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES**

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

***PER ATTACHED SCOPE OF SERVICES**

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. 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 #16-162

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-162

COMPENSATION

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

Total compensation shall not exceed Thirty Five Thousand Dollars (\$35,000.00), including potential costs associated with attending conferences – Registration, lodging, meals & mileage reimbursement, unless additional compensation is approved in writing by the District.

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 \$35,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-162

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-162

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 #16-162

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 #16-162

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-162

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, **DR. CAROLYN BANKS**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Dr. Carolyn Banks
20296 S. Mountain Road
Santa Paula, Ca 93060
Tel: (805) 933.1298 Cell: (805) 217.2477 · E-mail: drcbanks@verizon.net

Scope of Services

Under the terms of this consultant agreement I agree to:

Examine and analyze utilization of current SLP staff, SLPA staff and paraprofessionals based on Policy recommendations of Professional Organization (ASHA) as well as effective practices of highly effective school districts;

Perform Case Load Analysis - utilize Communication Severity Scale and/or other devices to determine appropriate case load in terms of number of students served and the minutes of therapy warranted by IEPs.

Develop rationale/evidence for allocation of service minutes to individual students;

Examine use of technology by individual SLP within the district as well as an analysis of appropriate quantity and source(s) of technology support required;

Examine research and best practice on criteria and procedures for dismissal from service or transitioning to consult/collaboration model;

Examine current practices and alternatives to the intake process for students entering the district as referrals from agencies as students become eligible for district provided special education services with specific focus on speech and language services;

Appraise the overall effectiveness of the Speech and Language Component of the Special Education Services of the Oxnard School District and provide feedback on the indicators of quality and make recommendation for areas needing strengthening or improving;

Inventory of Assessments used in the Speech and Language Pathology Program.

Fees for Services:

Speech and Language Services

Time Available-240 hours **\$125.00/hour Amount not to exceed \$30,000 for school year 2016-2017**

Potential cost of attending conference: Registration costs, lodging for such as well as mileage reimbursements to be covered by the district

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-163 – Carren J. Stika, Ph.D. (Freeman/Sugden)

Requesting approval for Carren J. Stika, Ph.D, Licensed Clinical Psychologist, to provide Independent Education Evaluator Services with the Special Education Department during the 2016-2017 academic year. The consultant will provide a complete psychoeducational evaluation as well as “attend” regular IEP’s via phone per interim agreement on due process claim.

Student: LH073002

FISCAL IMPACT:

Not to exceed \$6,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-163 with Carren J. Stika, Ph.D.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-163, Carren J. Stika, Ph.D. (13 Pages)
Scope of Services (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-163

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of December, 2016 by and between the Oxnard School District (“District”) and Carren J. Stika, Ph.D. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from December 8, 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.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Six Thousand Dollars (\$6,000.00), per hourly fees as listed, 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: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Carren J. Stika
3821 Front Street
San Diego, CA 92103
Phone: (619) 794.2059
Fax: (619) 795.7590
Email: carrenjstika@gmail.com

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.** AMELIA SUGDEN 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:

CARREN J. STIKA, Ph.D.:

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 #16-163

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-163

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES**

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

***PER ATTACHED SCOPE OF SERVICES**

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. 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 #16-163

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-163

COMPENSATION

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

Total compensation shall not exceed Six Thousand Dollars (\$6,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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 \$6,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-163

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-163

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 #16-163

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 #16-163

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-163

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, **CARREN J. STIKA, Ph.D.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Carren Jean Stika, Ph.D.

3821 Front Street · San Diego, California 92103
Tel: 619.794.2059 · Fax: 619.795.7590 · E-mail: carrenjstika@gmail.com
License #: PSY13613

To Whom It May Concern:

You requested a statement summarizing the services I offer in conjunction with performing an **Independent Educational Evaluation (IEE)**, as well as the fees for those services. Although each psychoeducational evaluation I conduct is tailored individually to respond to the specific referral questions and concerns for a given child, in general an evaluation typically includes the following components:

- Discussion with referring party with regard to primary concerns and questions to be addressed by the evaluation
- Review of pertinent medical and educational records
- Initial meeting with parents to gather background information and to understand better their questions and concerns
- Discussion with teachers, school officials, and other pertinent individuals who interact with the child (e.g., Resource Room Teacher, SLP Therapist, Counselor, Physician)
- Classroom observation
- Evaluation of child with the following domains assessed (parents and teachers are also asked to complete several questionnaires regarding the child's functioning in these domains):
 - Cognitive/Problem-solving Skills and Executive Functions/Memory/Attention
 - Communication
 - Visual Motor Integration
 - Academic Achievement
 - Social & Emotional Functioning
 - Personality
 - Adaptive Behavior

Fees for Services:

- Psychoeducational evaluation, including written report: **\$3,200.00**
- For work conducted more than 20 miles from my office, travel time: **\$100.00/hour**
- For work conducted more than 20 miles from my office, use of personal auto: **\$.575/mile**
- Travel expenses (e.g., hotel, airplane, rental car, parking, per diem set at federal rate)
- Attendance at regular IEP (either in person or by phone): **\$175.00/hour**
- Testifying at Hearing and/or Providing a Deposition: **\$225.00/hour**

If you have any questions or need additional information, please do not hesitate to call me at 619.794.2059. I look forward to the possibility of working with you.

Sincerely,

Carren J. Stika, Ph.D.
Clinical Psychologist, Lic # PSY13613
Certified Deaf/Hard of Hearing Teacher

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-164 – Endtest Pro Psychology Inc. (Freeman/Sugden)

Requesting approval for Mandy Stern, Ed.M., Licensed Educational Psychologist with Endtest Pro Psychology Inc., to provide Independent Education Evaluator Services with the Special Education Department during the 2016-2017 academic year to complete psychoeducational evaluations per interim agreement on due process claims.

Students: HG111106
 HS022312

FISCAL IMPACT:

Not to exceed \$10,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-164 with Endtest Pro Psychology Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-164, Endtest Pro Psychology Inc. (13 Pages)
 Proposal/Rate Sheet (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-164

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of December, 2016 by and between the Oxnard School District (“District”) and Endtest Pro Psychology 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 December 8, 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 shall not exceed Ten Thousand Dollars (\$10,000.00), per hourly fee as listed, 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: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Endtest Pro Psychology Inc.
257 S. La Peer Drive
Beverly Hills, CA 90211
Attention: Mandy Stern, Ed.M.
Phone: (310) 801.4678
Email: mandy@endtestpro.com

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.** AMELIA SUGDEN 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:

ENDTEST PRO PSYCHOLOGY 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 #16-164

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-164

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES**

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

***PER ATTACHED SCOPE OF SERVICES**

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. 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 #16-164

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-164

COMPENSATION

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

Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per hourly fee as listed, unless additional compensation is approved in writing by the District.

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 \$10,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
 Project #16-164

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-164

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.

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

Not Project Related

Project #16-164

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 #16-164

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-164

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, **ENDTEST PRO PSYCHOLOGY INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Mandy Stern, Psychologist
257 S. LaPeer Dr.
Beverly Hills, CA 90211
Endtestpro.com 310_801_4678

Rate: \$200/per hour, travel time excluded.

Ceiling per contracted IEE: \$5000

Services for Independent Educational Evaluation (IEE) to include: Comprehensive Psycho-educational Assessment, Discussion of recommendations for eligibility and/or placement, investigation of all areas of suspected disabilities, review of records, observations, parent/teacher interviews, Assessment Tools, Preparation of Written Report and discussion of Report with parent, IEP Team and/or School Personnel.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
X **Special Education**
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-190 – Houghton Mifflin Harcourt Publishing Company (Freeman/Sugden)

Houghton Mifflin Harcourt Publishing Company will provide professional development for Woodcock Johnson IV Assessment to staff for the 2016-2017 school year.

FISCAL IMPACT:

\$2,950.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-190 with Houghton Mifflin Harcourt Publishing Company.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-190, Houghton Mifflin Harcourt Publishing Company (4 Pages)
Proposal (3 Pages)



Houghton Mifflin Harcourt

Contract No. 005975692

This Agreement (“Agreement”) dated the **7th day of December, 2016**, is by and between Houghton Mifflin Harcourt (“HMH”), with offices at 1900 S. Batavia Avenue in Geneva, IL, and **Oxnard School District** (“Customer”), located at 1051 South A Street | Oxnard, CA 93030.

District or School Contact Name, Phone, E-mail Information:

Name: Christina Garibay
Phone: (805) 385-1501 Ext. 2175
E-mail: cgaribay@oxnardsd.org

1. Description of Services. **Professional Services**
2. Term of Agreement. Services must be rendered within twelve months from the date of this contract.
3. Courses(s), Grade(s), ISBN(s).

Service to be Delivered	Date	ISBN
Woodcock-Johnson IV What's New? Achievement and Oral \$2,950.00 Language Full Day Onsite	January-June 2017	9780544616998

4. Fees. Customer shall pay the following Fees (“Fees”) for the Services:
 - **\$2950 Total**
 - **Purchase order will be emailed to my Account Executive, Beth Varner, at beth.varner@hnhco.com by 12-31-2016**
 - **If a PO is not received by 12-31-2016, HMH shall issue an invoice based on this contract.**

5. Proposed Date(s).
 - a. The dates for the Services are proposed above.
 - b. TBD Dates. Dates “to be determined” (“TBD Dates”) must be delivered within the Term of this Agreement, as defined in Section 2, or prior to the expiration of your purchase order, whichever date comes first. When scheduling TBD Dates, Customer shall contact HMH at least four (4) weeks prior to the first day of the scheduled Services.
 - c. Customized Workshops. Proposed Dates for Customized Workshop are to be considered tentative and may not be confirmed until the content and agenda for the Services are discussed and finalized by both HMH’s Product Manager and an authorized representative of the Customer.
 - d. Dates can be changed only upon the mutual agreement of HMH and the Customer, provided that any change to the dates or the Services hereof, may change the Professional Fees or other fees that will be charged.

6. Total Number of Participants.
 - a. The following number of Participants (“Participants”) will receive the Services on the Proposed Dates: **up to 30 per session**
 - b. The number of Participants is subject to change with the mutual agreement of HMH and Customer. Customer shall provide a good faith estimate at least fourteen (14) days prior to the start of Services, as stated in Section 7(b) herein.

7. Participants’ Responsibilities.
 - a. Materials. Participants are responsible for providing their own note-taking materials, including pens, highlighters, and notepads.
 - b. Prohibited Activity. Audio and videotaping of the Services is strictly prohibited. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. Participants may be asked to leave if they engage in this activity.

8. Customer Responsibilities.
 - a. Customer-supplied Materials. On the Date(s) of the Services, Customer shall provide the following: an adequate training site, on-site staff support, and media equipment requested by HMH.
 - b. Purchase Order. By the date specified in Section 3 above, Customer shall provide HMH with a Purchase Order, which shall include the following information: shipping address for materials, the address of the training site, and the number of Participants. HMH reserves the right to charge Customer expedited shipping charges (“Expedited Shipping Charges”) if such Expedited Shipping Charges are incurred by HMH as a result of Customer’s failure to provide the necessary information within the stated timeframe. In addition, HMH reserves the right to reschedule the Services, without penalty, should Customer fail to provide a Purchase Order within the stated timeframe and without the required information. To the extent that the terms contained in the Purchase Order conflict with the terms of this Agreement, and notwithstanding language in the Purchase Order to the contrary, the terms of this Agreement shall control.
 - c. Prohibited Activity. Audio and videotaping of the Services is strictly prohibited.

9. HMH Responsibilities. On the Date(s) of the Services, HMH shall provide the following: personnel to provide the Services and required HMH materials (“Materials”) in enough quantity for the number of Participants provided to HMH by Customer.

10. Payment for Services. The parties are in agreement that Customer shall pay Fees stated in Section 4 of this Agreement to HMH during the Term of the Agreement for the Services described herein. HMH shall issue an invoice (“**Invoice**”) after fulfillment of the services, on the date set forth in Section 4 above. **Payment shall be due to Houghton Mifflin Harcourt within thirty (30) days after the date of the Invoice.**
11. HMH Cancellation Policy. Customer may terminate this Agreement and/or cancel the Services with at least fourteen (14) days written notice under the notice provision of Section 15. If Customer cancels the Services between thirteen (13) days and thirty six (36) hours prior to the start of the Services, HMH shall charge and Customer shall pay a cancellation fee of seven hundred fifty dollars (\$750.00), and all HMH Materials shall be returned to HMH at Customer’s expense. If Customer cancels the Services within thirty six (36) hours prior to the start of the Services, HMH shall charge and Customer shall pay a cancellation fee of one thousand five hundred dollars (\$1,500.00), and all HMH Materials shall be returned to HMH at Customer’s expense. Cancellations due to inclement weather or other acts of God will not be subject to any cancellations fees.
12. Ownership and Use of Intellectual Property. HMH owns all right, title, and interest in, without limitation and including worldwide copyright, to all HMH Materials distributed to the Customer and to the Participants as part of the Services. Customer and the Participants are strictly prohibited from reproduction or distribution of the HMH Materials without prior written permission from HMH. Customer and Participants may not make use of the HMH Materials in any manner other than the use intended by HMH through its provision of the Services.
13. Confidentiality. Customer acknowledges that in the course of performing the Services under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the HMH Materials other than the use that is intended by HMH through its provision of the Services.
14. Independent Contractor. HMH and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between HMH and Customer.
15. Entire Agreement and Amendment. This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of HMH and Customer.
16. Notices. All notices or other documents to be made under this Agreement shall be in writing and shall be deemed to have been duly given or made when personally delivered or, if mailed, postage prepaid, registered or certified mail, by a reputable national overnight courier service to the parties at the addresses provided herein, or by e-mail.
17. Survival. Sections 12, 13, 14 herein shall survive and continue in effect following the termination or expiration of this Agreement.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

CUSTOMER

District Name: Oxnard School District

Authorized Signature: _____ (purchasing department)

Printed Name and Title: Lisa A. Franz, Director, Purchasing

Date: _____

HOUGHTON MIFFLIN HARCOURT

Signature: _____

Name and Title: _____

Date: _____

**Please email signed contract to beth.varner@hnhco.com
Please email your purchase order to beth.varner@hnhco.com**

Please remit payment to:

Houghton Mifflin Harcourt Publishing Co.
14046 Collections Center Drive
Chicago IL 60693



Houghton Mifflin Harcourt

Cost Proposal

Prepared For

Oxnard Elementary SD

1051 S A St
Oxnard CA 93030

For the Purchase of:

WJ IV Training

Prepared By
Beth Varner
beth.varner@hnhco.com

Beth Varner
WJ IV Training

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Attention:
Leticia Van Voorhis
lvanvoorhis@oxnardsd.org

Customer Experience
255 38TH Avenue, Suite L
St. Charles, IL 60174
FAX: 630-467-7192

HMH Confidential and Proprietary

AssessmentsOrders@hnhco.com

**Proposal for
Oxnard Elementary SD
WJ IV Training**

ISBN	Title	List Price	Discount %	Sale Price	Quantity	Purchase Amount
WJ IV Training						
1618286 9780544616998	Woodcock-Johnson IV What's New? Achievement and Oral Language Full Day Onsite <i>WJ IV What's New? Achievement and Oral Language</i> \nThis full day onsite session primarily focuses on the administration, scoring, and interpretation of the new tests in The Tests of Achievement and the Tests of Oral Language. Background, development, organization will also be introduced as will the theoretical foundations, technical adequacy, and the range of interpretive data available. This is a 7 1/2 hour interactive training inclusive of lunch and break time.\nMaximum participants 30	\$2,950.00		\$2,950.00	1	\$2,950.00
Total for WJ IV Training						\$2,950.00

Proposal Summary	
Subtotal Purchase Amount:	\$2,950.00
Shipping & Handling:	\$0.00
Total Cost of Proposal (PO Amount):	\$2,950.00



Houghton Mifflin Harcourt

Attention:
Leticia Van Voorhis
ivanvoorhis@oxnardsd.org

Customer Experience
255 38TH Avenue, Suite L
St. Charles, IL 60174
FAX: 630-467-7192

HMH Confidential and Proprietary

AssessmentsOrders@hnhco.com

Proposal Date: 11/1/2016

Proposal for
Oxnard Elementary SD
WJ IV Training

Expiration Date:12/31/2016

Total Cost of Proposal (PO Amount): \$ 2,950.00

This is a cost proposal only.

This cost proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

[<http://www.hmhco.com/common/terms-conditions>](http://www.hmhco.com/common/terms-conditions)

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Date of Proposal: 11/1/2016

Proposal Expiration Date:12/31/2016



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

Attention:
Leticia Van Voorhis
lvanvoorhis@oxnardsd.org

Customer Experience
255 38TH Avenue, Suite L
St. Charles, IL 60174
FAX: 630-467-7192

HMH Confidential and Proprietary

AssessmentsOrders@hmhco.com

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-191 – Carol Bartz Education Consulting (Freeman/Sugden)

Carol Bartz Education Consulting will provide professional development on the use of the Communication Severity Scales (CSS) to Speech Language Pathologists during the 2016-2017 school year. The CSS were designed to provide guidance to SLP's on recommended services types and ranges for consideration by the IEP team to address the educational needs for students with speech/language disabilities.

FISCAL IMPACT:

Not to exceed \$3,400.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-191 with Carol Bartz Education Consulting.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-191, Carol Bartz Education Consulting (13 Pages)
 Proposal (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-191

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of December, 2016 by and between the Oxnard School District (“District”) and Carol Bartz Education Consulting (“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 December 8, 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 shall not exceed Three Thousand Four Hundred Dollars (\$3,400.00), 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: Amelia Sugden
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Carol Bartz Education Consulting
 39528 Corte Chimborazo
 Indio, CA 92203
 Phone: (760) 822.8933
 Email: ceebee125@verizon.net

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.** AMELIA SUGDEN 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:

CAROL BARTZ EDUCATION CONSULTING:

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 #16-191

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-191

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER 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:

STATUS REPORT FOR ACTIVITY:	DUE DATE
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 #16-191

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-191

COMPENSATION

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

Total compensation not to exceed \$3,400.00

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 \$3,400.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-191

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-191

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 #16-191

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 #16-191

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-191

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, **CAROL BARTZ EDUCATION CONSULTING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Proposal

Carol Bartz, Ed.D., will provide a one day training on the use of the Communication Severity Scales (CSS) by LEA SLPs. The CSS were designed to provide guidance to SLPs on recommended services types and ranges for consideration by the IEP team to address the educational needs for students with speech/language disabilities.

Workshop Overview

This workshop will share the system the CSS Workgroup has updated to address the following areas: Every-growing caseloads; individualized determination of therapy services; concerns with students missing classroom instruction; consistent identification of students who have a significant speech/language disability; English Language Learners; and NOW INCLUDING additional data on Pragmatics and Complex Communication Needs (students using alternative modes of communication). An Agenda is attached.

The basic CSS workshop (3.5 hours) will presented the morning of January 27, 2017 in Oxnard, CA. A small group (up to 15) will participate in the advanced Training of Trainers (TOT), which upon demonstration of proficiency, with authorize them to train others from their sponsoring LEA on the use of the CSS.

Manuals and materials for each CSS and TOT participant may be ordered from the North Inland SELPA (order form attached).

The cost for this workshop, including presentation fee and travel expenses, will be \$3,000. A purchase order should be sent to:

Carol Bartz Education Consulting
39528 Corte Chimborazo
Indio, CA 92203
760-822-8933



39528 Corte Chimborazo
Indio, CA 92203
(760) 822-8933
CeeBee1225@verizon.net

TRAINING SCHEDULE OF FEES

PROFESSIONAL SERVICES

Half Day Training \$2200

Full Day Training \$2500

(Includes Presentation Fee to North Inland SELPA)

TRAVEL COSTS (FLAT FEE)

San Diego and Riverside Counties within 3 hours driving of Indio, CA

Travel time and Mileage \$ 200

Southern California

Mileage, Travel Time, and Lodging \$ 500*

Central & Northern California \$ 700*

Air Fare, Travel Time and Lodging

Bay Area \$1,000*

Air Fare, Travel Time and Lodging

*Second and Third consecutive day travel costs reduced by \$200 per day



CAROABA-01

YGOMEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2016

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.

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.

PRODUCER: Auto Club Services, LLC; CONTACT NAME: AUTO CLUB SERVICES, LLC; PHONE: (888) 416-2402; INSURER(S) AFFORDING COVERAGE: Continental Casualty Company; NAIC #: 20443

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

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

CERTIFICATE HOLDER: PROOF OF INSURANCE; 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: [Signature]

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
 X Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-189 – Rosetta Stone (Freeman)

Rosetta Stone will provide professional development for the Rosetta Stone Program to staff in the Oxnard School District for the 2016-2017 school year.

FISCAL IMPACT:

\$4,628.00 – General Fund Unrestricted

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-189 with Rosetta Stone.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-189, Rosetta Stone (2 Pages)
 Certificate of Insurance (1 Page)



Rosetta Stone Ltd.
 135 West Market Street
 Harrisonburg, Virginia 22801
 (P) 800-788-0822 (F) 540-437-2843
www.rosettastone.com

Serial Number:11152016121757

11/15/2016

Rosetta Stone Contact: Scott Lewis,
 Phone: 949-426-0372
 Email: slewis@rosettastone.com

Customer Address:

Robin Freeman
 Assistant Superintendent of Educational Services
 Oxnard School District
 1051 South A St
 Oxnard, CA 93030
 US

Contact Phone: (805) 487-3918
 Contact Email: rfreeman@oxnardsd.org

Billing Address:

Robin Freeman
 Assistant Superintendent of Educational Services
 Oxnard School District
 1051 S A St
 Oxnard, CA 93030-7442
 US

Billing Contact Phone: 805-385-1501 x2471
 Billing Contact Email: lfierro@oxnardsd.org

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
YEAR ONE On-Site Professional Development Session	1	USD 4,099.00	USD 4,099.00
YEAR ONE Online Professional Development Session	1	USD 529.00	USD 529.00

Notes
<ul style="list-style-type: none"> Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only. The professional development referred to above must occur within six months following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate. THIS ORDER FORM SUPERSEDES YEAR TWO OF THE SIGNED ORDER FORM DATED 9/9/15. YEAR ONE HAS BEEN DELIVERED.
Industry : Education K-12

Grand Total:	USD 4,628.00
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Pricing is valid through December 31, 2016

TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties and continues in effect for a period of 24 months following the service activation date of December 8, 2016 (the "Term"). The Term of this Order Form is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the availability of the Rosetta Stone Product and/or terminate this Order Form in the event that Customer: (i) fails to make any payment when

due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Order Form forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Order Form, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Order Form for any reason, all rights granted to Customer hereunder shall terminate, and Customer shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Order Form, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above plus all applicable taxes upon execution of this Order Form by both parties. Invoices are payable on net 30 day terms, F.O.B. Point of Origin.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at www.rosettastone.com/legal. The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

By: _____
Authorized Signing Authority

Printed Name/Title

Date

OXNARD SCHOOL DISTRICT

By: _____
Authorized Signing Authority

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

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2016

12/4/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Lockton Companies 1801 K Street NW, Suite 200 Washington DC 20006 (202) 414-2400	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1375947 Rosetta Stone Ltd. 135 West Market St Harrisonburg VA 22801	INSURER A : Great Northern Insurance Company NAIC # 20303	
	INSURER B : Pacific Indemnity Company 20346	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES ROSST01 **CERTIFICATE NUMBER:** 13103395 **REVISION NUMBER:** XXXXXXX

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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3597-92-14	12/6/2015	12/6/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <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 <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7174-67-45	12/6/2015	12/6/2016	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oxnard School District is included as Additional Insured under the above indicated General Liability policy as required by writtend contract with the Named Insured.

CERTIFICATE HOLDER 13103395 Oxnard School District 1051 South A Street Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
 X Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-165, United Way of Ventura County (Freeman/Ridge)

Building Healthy Smiles, an initiative of the United Way of Ventura County (UWVC), shall provide oral health assessment and fluoride varnish services to Oxnard School District students through dental partners including Clinicas del Camino Real, Sugarbug Dental and The Santa Barbara/Ventura County Dental Care Foundation. In addition, UWVC will connect children in need of restorative care to appropriate dentists in the community and ensure that children who are not currently covered by health/dental insurance get connected to coverage. Oxnard School District staff will identify students who have not completed and returned the Kindergarten Oral Health Assessment form, and schedule these students for a free oral health assessment and fluoride varnish at the school.

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 #16-165 with United Way of Ventura County.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #16-165, United Way of Ventura County (2 Pages)
 Dental Screening Intake Form (1 Page)
 Certificate of Insurance (1 Page)

Memorandum of Understanding #16-165

Oxnard School District and United Way of Ventura County

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District and the United Way of Ventura County.

Purpose: The purpose of this MOU is to establish and maintain a provision of service between the Oxnard School District (OSD) and United Way of Ventura County (UWVC). Tooth decay is the most common illness affecting U.S. children today that can be prevented or improved with proper identification, preventive education and treatment. Untreated dental problems can lead to poor academic performance and behavior problems due to unrelenting pain as well as issues with chewing and/or speaking, reduced self-esteem and expensive intervention. Building Healthy Smiles, an initiative of the United Way of Ventura County, shall provide oral health assessment and fluoride varnish services to OSD students through our dental partners including Clinicas del Camino Real, Sugarbug Dental and The Santa Barbara/Ventura County Dental Care Foundation. In addition, UWVC will connect children in need of restorative care to appropriate dentists in the community and ensure that children who are not currently covered by health/dental insurance get connected to coverage. Ongoing communication with district administrators, school principals, health staff and teachers will be essential to program success.

Term: The term of this MOU shall be December 8, 2016 through June 30, 2018.

Compensation: The Oxnard School District **will not be charged for the services provided by United Way of Ventura County.**

Description of Services:

Oxnard School District agrees to the following:

1. Oxnard School District staff will identify students who have not completed and returned the Kindergarten Oral Health Assessment form and schedule for a free oral health assessment and fluoride varnish at the school. Additional assessment events may be scheduled as needed by Oxnard School District.
2. Oxnard School District staff will send out and collect the permission and intake forms for students to be screened at the school.
3. Oxnard School District staff will help arrange space at the school for the oral health assessment and fluoride varnish.
4. Oxnard School District staff will assist with any follow up for children in need of restorative care.

United Way of Ventura County agrees to the following:

1. Arrange and coordinate with dental partners to provide the oral health assessment and fluoride varnish at the schools.
2. Provide information to the family on follow-up care (if needed), accessing a dental home and connecting family to health insurance options.
 2. 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:

UNITED WAY OF VENTURA COUNTY:

OXNARD SCHOOL DISTRICT:

Signature

Eric Harrison, President & CEO

Typed Name/Title

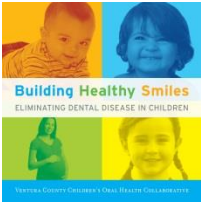
Date

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date



Dental Screening/Fluoride Varnish Program

School: _____

District: _____

Child's Name: _____ Grade: _____ Teacher: _____

Child's birthdate: _____ Age: _____ Male _____ Female _____

Parent/Guardian Name: _____ Preferred Language: _____

Address: _____

Cell Phone number: _____ E-mail: _____

Does your child have a dentist? Yes No

Has your child been to a dentist in the last 6 months? Yes No

In the last 7 days, how many days did your child drink the following beverages? (Please circle response)

Tap water (drinking or cooking)	0 days	1-2 days	3-5 days	6-7 days
Bottled water	0 days	1-2 days	3-5 days	6-7 days
Juice	0 days	1-2 days	3-5 days	6-7 days
Soda	0 days	1-2 days	3-5 days	6-7 days
Sports/energy drinks	0 days	1-2 days	3-5 days	6-7 days

How often does your child brush his/her teeth? Once a day Twice a day More than twice a day Unsure

What type of health insurance does your child have?

Medi-Cal Covered CA plan Private None Not sure

No payment is required from you for this program. Medi-Cal helps to cover the cost of the varnish program. If your child has Medi-Cal, please provide the 10 digit ID number located on the State Benefit ID card _____

I authorize _____ to release my child's Medi-Cal number to the dental provider in order to participate in the dental billing option program. I authorize the dental provider to bill and collect payment from any Medi-Cal, insurance or other payer. Further, I authorize the release of my child's Denti-Cal number by provider or its billing agent to Denti-Cal.

I consent and agree to have a licensed dental provider look at my child's teeth and have fluoride varnish applied. I give permission for my child to be photographed and/or videotaped for publicity purposes for the Building Healthy Smiles program.

Yes I want my child to receive a free dental screening and fluoride varnish

Yes I want my child to receive a dental screening but I do not want my child to receive a fluoride varnish

No I do not want my child to receive a dental screening or fluoride varnish

Parent/Guardian Signature _____ Date: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Policy Number: 60098-75-82

DATE
10/_3/2016

PRODUCER
District Office 30-05
Fred Vance, Agent 30-05-327
3810 W. Channel Islands Blvd.
Oxnard, CA 93035
(805)985-2377

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.

COMPANIES AFFORDING COVERAGE

COMPANY **A** **Farmers Insurance Exchange**

INSURED

UNITED WAY OF VENTURA COUNTY

4000 MISSION OAKS BLVD SUIT E
CAMARILLO, CA 93012

COMPANY **B** **Truck Insurance Exchange**

COMPANY **C**

COMPANY **D**

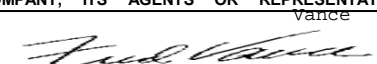
COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	60098-75-82	1/5/2016	1/5/2017	BODILY INJURY OCC	\$
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG	\$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC	\$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				PROPERTY DAMAGE AGG	\$
	<input checked="" type="checkbox"/> CONTRACTUAL				BI & PD COMBINED OCC	\$ 1,000,000
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				BI & PD COMBINED AGG	\$ 2,000,000
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGG	\$
	<input type="checkbox"/> PERSONAL INJURY					
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	60098-75-82	1/5/2016	1/5/2017	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS					
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	60098-75-82	1/5/2016	1/5/2017		
	<input type="checkbox"/> GARAGE LIABILITY					
	<input type="checkbox"/> EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EL EACH ACCIDENT	\$
		<input type="checkbox"/> EXCL			EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
B	<input type="checkbox"/> OTHER Umbrella Policy	60143-71-37	1/5/2016	1/5/2017	Per occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATE HOLDER IS INCLUDE AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT/AGREEMENT WITH REGARDS TO GENERAL LIABILITY

CERTIFICATE HOLDER
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-I: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
 X Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

RENEWAL AGREEMENT #16-192 WITH SCHOOL SERVICES OF CALIFORNIA (Cline)

School Services of California provides services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process.

Renewal Agreement #16-192 for the 2017 calendar year is presented herewith for the Board's consideration.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #16-192 with School Services of California as outlined above.

FISCAL IMPACT

Not to exceed \$3,860.00 annually, to be paid out of the General Fund. This is an increase of \$120.00 over last year's rate.

ADDITIONAL MATERIAL

Attached: Agreement #16-192 (3 pages)

Client # 0017550 / S15

P.O.#

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of January 1, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant's online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Fiscal Implications of School District Reorganization
 - iii. Associate Student Body
 - iv. Attendance Accounting
 - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,660 annually, plus expenses, or payable at \$305 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

- d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
- 4. This Agreement shall be for the period of one year, beginning January 1, 2017, and terminating December 31, 2017. This Agreement may be terminated prior to December 31, 2017 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
- 5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____

DATE: _____

Print Name

Job Title
Oxnard School District

BY:  _____

DATE: November 15, 2016

ROBERT D. MIAYSHIRO
Vice President
School Services of California, Inc.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: December 7, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-I: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - X Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of Agreement #16-194 – K Cooper Benefits Consulting (Cline)

The classified union (CSEA) has elected to seek Health & Welfare Benefits outside of the Gold Coast Trust. K Cooper Benefits Consulting will provide services relative to seeking alternative health benefits plans, as well as ongoing consulting services. Agreement #16-194 is presented herewith for the Board’s consideration.

Term: December 8, 2016 – December 1, 2018

FISCAL IMPACT

\$35,000/yr. to be paid out of General funds.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #16-194 with K Cooper Benefits Consulting as outlined above.

ADDITIONAL MATERIAL

Attached: Agreement #16-194, K Cooper Benefits Consulting (4 Pages)

Consulting Agreement

This Consulting Agreement is between Oxnard School District (Client) and K Cooper Benefits Consulting (Consultant), effective as of December 8, 2016.

WHEREAS, Client wishes to obtain the assistance of Consultant with marketing and benefit consulting services;

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with the consulting, actuarial and brokerage services listed below

A. Consulting Services.

- Marketing Benefit Plans
- Information gathering and analysis
- Meet with union/management when necessary for education
- Benefit Plan transitional meetings
- Open enrollment planning and meetings
- Benefit plan announcement development
- Open enrollment brochure development
- Retiree education and counseling services
- Renewal analysis
- Claim issue resolution
- Legislative compliance consulting

2. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

3. Disclosure and Recordkeeping

A. Full Disclosure.

Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk

management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

B. Recordkeeping.

Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

4. Term & Termination

A. Term.

The initial term of this Agreement shall be two years, commencing on December 1, 2016 and ending December 1, 2018 (Initial Term). Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination.

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

5. Cost of Services

Client agrees to pay Consultant Professional Fees as outlined in Exhibit 1.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client.

6. Records and Information

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

7. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

8. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall

exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

9. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Signature

Date

Kelly Cooper, President/CEO
K Cooper Benefits Consulting Services

Signature

Date

Lisa Cline, Deputy Superintendent, Business & Fiscal Services

Exhibit 1: Professional Fees

	Services	Fee
Marketing Services (initial Fee)	Planning Services	\$10,000
	Information gathering and analysis	
	Proposal review and analysis	
	Meetings as required	
Consulting Services year 1 (if the proposal is sold)	Consulting services outlined in agreement	\$25,000 (\$35,000 less \$10,000 for marketing)
Consulting Services year 2 (if proposal is sold)	Ongoing Consulting services outlined in agreement	\$35,000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 12/7/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-185 – Mediscan Staffing Services (Vaca)

Mediscan Staffing Services will provide temporary supplemental staffing to the Oxnard School District on an “as needed” basis for the 2016-2017 school year. Mediscan Staffing Services will be responsible for payment of each of their service provider’s staff wages, insurance, including workers compensation, and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Mediscan Staffing Services will be utilized to provide service providers as follows, but not limited to the below:

- Speech Language Pathologist
- Psychologist
- Physical and/or Occupational Therapist
- SLPA
- COTA
- Registered Nurse/Licensed Vocational Nurse
- Adaptive PE Teacher/Assistant

FISCAL IMPACT:

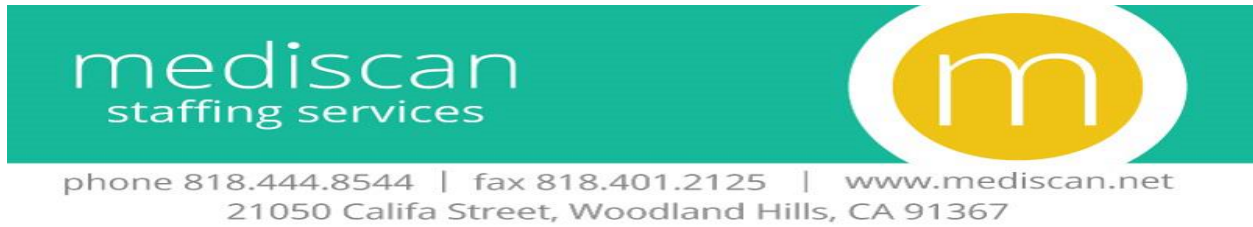
Not to exceed the hourly rates per position (see attached Rate Sheet) – Special Education Funding

RECOMMENDATION:

It is the recommendation of Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #16-185 with Mediscan Staffing Services.

ADDITIONAL MATERIALS:

Attached: Agreement #16-185, Mediscan Staffing Services (6 Pages)
2016-2017 Rate Sheet (1 Page)



CLIENT STAFFING SERVICE AGREEMENT

Dec. 7,

This Staffing Service Agreement (the “AGREEMENT”) is made and entered into as of [REDACTED] 2016 and between **NEW MEDISCAN II, LLC DBA MEDISCAN STAFFING SERVICES** (“MEDISCAN”) and **OXNARD SCHOOL DISTRICT** (“FACILITY”) with reference to the following facts:

FACILITY wants to contract with MEDISCAN to be a provider to FACILITY for FACILITY’s staffing needs during the contract period and on the terms and conditions set forth below.

NOW, THEREFORE, MEDISCAN and FACILITY agree as follows:

- 1. TERM:** Commencing on **December 8, 2016** and continuing for a term ending on **June 30, 2017**. FACILITY shall fill its staffing needs from STAFF employed and provided by MEDISCAN hereunder (the “STAFF”). This Service Agreement may at the end of such term be automatically renewed for successive one year periods unless terminated sooner, as hereinafter set forth: Either party may terminate this AGREEMENT at any time with or without cause by giving at least sixty (60) days written notice to the other party.
- 2. SCOPE OF SERVICES:** MEDISCAN shall provide STAFF to FACILITY when requested by FACILITY. MEDISCAN is in compliance with federal and state regulations, and adheres to HIPAA and TJC standards. FACILITY shall have, and be responsible for, daily supervision over STAFF including, without limitation, providing (a) a safe, harassment free, **abusive conduct free** and discrimination free workplace, (b) all necessary and appropriate equipment for the work to be performed by the STAFF in the workplace environment, (c) all necessary and appropriate safety and operational training of STAFF on such equipment and concerning such environment and (d) full compliance with all applicable **federal and state wage and hour laws; safety laws and other regulatory laws**. FACILITY shall provide parking for all STAFF at no cost to either MEDISCAN or STAFF.
- 3. QUALIFICATIONS AND FLOATING:** MEDISCAN shall only refer an employee for an assignment if such employee has demonstrated clinical and supervisory competence as defined by FACILITY’s standards for staff performance. MEDISCAN shall provide to FACILITY a validation of such employee’s competency related to the assignment, if requested. MEDISCAN shall conduct finger printing of all STAFF referred to FACILITY.

FACILITY shall provide employees with instructions regarding FACILITY policies. Floating is not permissible unless STAFF is oriented to alternate areas and has demonstrated competency within the alternate unit.

- 4. PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY:** The use of Protected Health Information (PHI) by MEDISCAN and STAFF shall be limited to those purposes that are necessary to perform its obligations under this AGREEMENT. The disclosure of PHI by MEDISCAN shall be limited to those purposes that are necessary to perform its obligations under this AGREEMENT. FACILITY

acknowledges that as part of this agreement, they will learn confidential information that is proprietary information that is necessary to accomplish this Agreement. Confidential information is inclusive of STAFF personnel information, bill rates, fees for permanent placements, and all terms and conditions of this agreement. It is agreed that FACILITY will not disclose any confidential information to any person or entity orally, in writing, or by inspection without written consent from MEDISCAN. Should a breach in confidentiality occur, it is acknowledged that legal remedies including injunctive relief may be sought.

- 5. FEES:** FACILITY shall pay to MEDISCAN for all services rendered by MEDISCAN to FACILITY the amounts “set” forth on the attached Schedule of Fees. FACILITY shall pay to MEDISCAN for staffing services provided during the following periods at 1.5 times the rate shown on the Schedule of Fees (the “Holiday Rate”): New Year’s Eve commencing at 11:00 p.m. on December 31st, New Year’s Day, Martin Luther King Day, Memorial Day, July 4th, Labor day, Thanksgiving Day, Christmas Eve commencing at 11:00 p.m. on December 24th and Christmas Day and all periods for which overtime is required to be paid by California or federal law. All hours in excess of eight (8) hours on Holidays shall be billed at double time. All shifts commenced during one of the foregoing periods shall be paid at the Holiday Rate for the entire shift.

MEDISCAN’s Schedule of Fees are subject to annual increase of five percent. Thirty days prior to the annual renewal term, FACILITY may notify MEDISCAN of its intention not to accept the increased Schedule of Fees (“Notice of Intention”). In such event, MEDISCAN may, at its option, elect to continue to provide staffing services hereunder at the Schedule of Fees then in effect or terminate its obligations hereunder by providing FACILITY of its intention to terminate the contract upon receipt of FACILITY Notice of Intention.

- 6. BILLING AND INVOICING:** All amounts required to be paid to MEDISCAN are due upon MEDISCAN sending of its invoice therefore to FACILITY which shall be the invoice date shown on the invoice. FACILITY has an obligation to pay MEDISCAN hereunder; payment shall not be subject to offset. In the event any invoice is not paid within 30 days of the invoice date, FACILITY shall pay to MEDISCAN a delinquency charge computed on FACILITY outstanding balance as of the date of each invoice equal to one and one half percent per month from the date of each invoice, together with collection costs and fees, including attorneys' fees incurred in connection with collection of such amounts or ensuing arbitration and/or litigation, until each such invoice and all delinquency and attorneys’ fees and costs are paid in full. The delinquency charge shall not exceed the maximum amount permitted by law. All invoices shall be conclusively determined to be accurate and the amount set forth therein due and owing unless, within 30 days of the invoice date, FACILITY has caused MEDISCAN to receive a written statement setting forth all of the reasons why it asserts that such invoice is inaccurate in whole or in part. It is the clients responsibility provide MEDISCAN with advance written notification should pre-approval be required for STAFF to work any and all overtime hours prior to said hours being worked. Should any billing disputes arise, FACILITY is required to notify MEDISCAN in writing within thirty (30) days of the invoice date. Disputes should be reported to accounting@mediscan.net. Should any adjustments/corrections be made the original payment terms will be in place. In the event any invoice is not paid within 30 days of the invoice date, MEDISCAN, at its sole discretion, may suspend services without prior notice.

- 7. INSURANCE:** MEDISCAN, at no cost to FACILITY shall maintain policies of Workers Compensation and General Liability insurance, and a policy of Professional Liability insurance, providing coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars aggregate per year. Upon request, MEDISCAN shall furnish evidence of the insurance to FACILITY.

- 8. SUBCONTRACTORS:** In all instances wherein MEDISCAN has or will enter into an agreement with any agent or subcontractor, MEDISCAN will bind, the agent or subcontractor to the same restrictions, terms

and conditions of this agreement.

- 9. OPTIONAL CONVERSION TO PERMANENT EMPLOYEE STATUS:** FACILITY recognizes and acknowledges that MEDISCAN spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining qualified healthcare staff. FACILITY shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of one (1) year without payment of the Placement Fee. Should FACILITY wish to enter into a permanent placement agreement, independent contract agreement, and/or refer STAFF to a third party for employment, FACILITY agrees to pay an amount equal to \$18,750 or 35% (whichever is greater) of the STAFF's first year's annual salary.

FACILITY shall be required to immediately pay to MEDISCAN the Placement Fee for each STAFF, in the event that (a) FACILITY hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical FACILITY), while employed by MEDISCAN and/or within one year of the termination of such employee's employment with MEDISCAN or (b) FACILITY causes, the Staff member directly or indirectly, to leave the employment of MEDISCAN.

All amounts required to be paid to MEDISCAN are due upon candidate's first day of service at FACILITY or the Facility to which STAFF member is referred. FACILITY's obligation to pay MEDISCAN under this provision shall not be subject to offset. Late fees will be assessed for late payments.

10. INDEMNIFICATION

10.1 FACILITY shall save and hold MEDISCAN harmless from and against and shall indemnify MEDISCAN for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of FACILITY or any of its agents, subcontractors, employees or other representatives. If MEDISCAN is sued in any court for damages by reason of any of the acts of FACILITY, its agents, subcontractors, employees or other representatives referred to in this Section, FACILITY shall defend said action (or cause same to be defended) at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If FACILITY fails or neglects to so defend such action, MEDISCAN may defend the same and any expenses, including reasonable attorney's fees, which MEDISCAN may pay or incur in defending said action and the amount of any judgment which MEDISCAN may be required to pay shall be promptly reimbursed by FACILITY upon demand.

10.2 Notwithstanding the forgoing, nothing contained in the Agreement is intended, nor shall it be construed, to create any responsibility on the part of FACILITY for any liability, including but not limited to claims for damages, loss, cost, expense or damage arising out of:

- a. The negligent or intentional acts or omissions of Mediscan, its shareholders, employees, independent contractors, or agents

10.3 FACILITY shall defend, indemnify and hold harmless MEDISCAN, its agents, subcontractors, employees, or other representatives from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, resulting in any manner, directly or indirectly, from:

- a. The negligent or intentional acts or omissions of FACILITY, its shareholders, employees, independent contractors, or agents and/or
- b. The negligent or intentional acts or omissions of employees of FACILITY in circumstances where the act or omission giving rise to a potential claim occurred at the specific direction of Mediscan or its employees, independent contractors, or agents.

11. **EXTENT OF AGREEMENT:** This AGREEMENT is a complete statement of the AGREEMENT between FACILITY and MEDISCAN. There are no other agreements between us, either written or oral. Each party hereto has had the opportunity to have the terms of this AGREEMENT reviewed by independent counsel; as a result of which, each term hereof shall be interpreted as though it was drafted jointly by FACILITY and MEDISCAN.
12. **BINDING AGREEMENT:** Except as specifically set forth herein above, this AGREEMENT shall be binding upon FACILITY and MEDISCAN, and their respective successor, assigns, and agents.
13. **NO WAIVERS:** No waiver of the provisions of this AGREEMENT shall be deemed to, nor shall it constitute waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless expressly executed in writing by the party making the waiver.
14. **GOVERNING LAW:** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof.
15. **SEVERABILITY OF AGREEMENT:** If a court holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remaining portion of this AGREEMENT shall remain in full force and effect.
16. **VENUE:** Los Angeles County, California shall be the exclusive jurisdiction and venue for resolution of any dispute pertaining to or arising out of this agreement
17. **ARBITRATION OF DISPUTES:** The parties shall have all rights provided by the Federal Arbitration Act and, if applicable, California law, to seek arbitration of any dispute regarding this Agreement. In the event of any express or implied conflict between the Federal Arbitration Act and California law, the Federal Arbitration Act shall govern. To that end, no impediments to the invocation of this provision shall arise by virtue of any provision of California law which by its terms is focused upon the exercise of contractual dispute resolution procedures. The prevailing party in any such arbitration shall be awarded its reasonable costs and attorney's fees incurred in connection with the dispute. The party agrees to waive their respective rights to resolve any disputes in court or by a jury and, instead, consent to mandatory arbitration of any dispute, before a single neutral arbitrator under the auspices of the American Arbitration Association and that such arbitration be conducted in Los Angeles, California, with each side to advance one half of the arbitrator's estimated fee, pending the award of costs therein. With respect to any effort to enforce the above-stated arbitration provision or any other controversy or claim arising out of or relating to this Agreement, each party hereto consents to the personal jurisdiction over such party of the Courts of the State of California and that venue is proper in Los Angeles County. In the event any action (arbitration and/or court proceeding) is brought by either party arising out of or concerning this Agreement, the prevailing party in such action shall be entitled to recover as an element of its cost of suit, and not as damages, reasonable attorney's fees to be fixed by the court or arbitration panel. "Prevailing party" shall be the party who is entitled to recover its cost of suit, whether or not the suit proceeds to final judgment.

18. NOTICES: The parties' respective Notice Address and Notice Fax Number are set forth below above the party's signature. A party's Notice Address and Notice Fax Number may be modified via a written notice of such change given pursuant to the Notice Procedure set forth below.

Made and entered into as of the date first set forth above.

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Phone: 805-385-1501 x2056
Email: lfranz@oxnardsd.org

**New Mediscan II, LLC. DBA
Mediscan Staffing Services**
21050 Califa St.
Woodland Hills, CA 91367
Phone: 818-462-0000
Fax: 818-401-2125

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

Signature:
Printed Name: _____
Title: _____
Date: _____

Contact Information

Facility Name: Oxnard School District

Staffing Contact Person: Amelia Sugden

Title: Director, Special Education Services

Direct Number: (805)385-1501, x2175

Email Address: asugden@oxnardsd.org

Billing Address: 1051 South A Street

Oxnard, CA 93030

Billing Contact: Nida Fierro

Billing Email: lfierro@oxnardsd.org

Billing Phone Number: (805)385-1501, x2471

PO (if applicable): _____

Would you prefer Invoices emailed or Mailed? Emailed Mailed



REGISTRY BILLING RATES
(2016-2017)

<u>Classification</u>	<u>Hourly Rate</u>	<u>Hours/wk</u>
Monolingual SLP, CCC	\$85	
Bilingual SLP	\$89	
Monolingual SLPA	\$58	
Bilingual SLPA	\$65	
OT	\$79	
PT	\$85	
COTA	\$65	
LVN	\$39	
RN	\$55	
Psychologist	\$85	
Bilingual Psychologist	\$89	
BID	\$95	
BII	\$45	
Adaptive PE	\$80	

Oxnard School District

Signed by _____ Date _____
Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ **2nd Reading** _____

Ratification of Amendment #1 to Agreement #16-59, Ventura County Office of Education (Freeman/Ridge)

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-59 with the Ventura County Office of Education (VCOE) for CHAMPS implementation support during the 2016-2017 school year, in the amount of \$47,850.00.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #16-59 by \$16,800.00 for a total cost of \$64,650.00 for 2016-2017. The increase will provide up to twelve (12) days of additional training, support, implementation planning, and coaching sessions in the amount of \$15,000.00, and graphics charges up to \$1,800.00 per Amendment #1.

VCOE will work with the Oxnard School District (OSD) toward promoting the Positive Behavior Intervention and Support model (PBIS) found within CHAMPS, and support the implementation of PBIS for all OSD staff.

FISCAL IMPACT:

\$16,800.00 – LCAP Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #16-59 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Ventura County Office of Education (1 Page)
Agreement #16-59, Ventura County Office of Education (1 Page)

**AGREEMENT BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING
*AGREEMENT/MOU ADDENDUM TO AGREEMENT #16-59***

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 our mutual goal of supporting staff in the successful implementation of the PBIS CHAMPS approach. 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 up to two one half-day of CHAMPS training with one half day implementation planning for 20 OSD teachers on November 2, 2016 and an additional date to be determined at a designated OSD location with CI staff. A coaching session for the OSD CHAMPS point person with CI staff for a total cost for each of the trainings is \$1,250.00 for a total cost of \$2,500.00.
- b. Maintain ownership of all documents and data produced in the training sessions.

2. The District agrees to:

- a. Ensure each participant has the appropriate set of CHAMPS Books.
- b. Pay for and provide substitute teachers, if they are needed.
- c. Support professional learning through regular classroom visits by school and district administrator to monitor and support implementation of new learning.
- d. Pay Ventura County Office of Education, Curriculum and Instruction Department \$2,500.00 and up to \$200.00 for graphics charges for a total of \$2,700.00.

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 during the 2016-2017 school year. Specific date may be mutually adjusted as mutually agreed upon.

For the Oxnard School District

Lisa Franz, Director of Purchasing

Date

For the Ventura County Office of Education

Antonio Castro, Ed.D., Associate Superintendent

Date

Tom Etchart, Director of Internal Business Services

Date

AGREEMENT/MOU #16-59 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 Curriculum and Instruction Department in training administrators and teachers in Cohort A including Rose Avenue, Lemonwood School and Haydock Middle School, and Cohort B including Brekke School, Curren School, Sierra Linda School and Soria School of the Oxnard School District, hereafter called "the District." The purpose is to support staff in the successful implementation of the PBIS CHAMPS approach.

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 CHAMPS implementation support for Cohort A Cohort B Schools for professional learning opportunities. 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 of CHAMPS training for Cohort B Leadership Teams, date TBD, with CI staff at the VCOE, including room, and breakfast, and provide up to four full days trainings to Cohorts A and B. Specifically, one day training with the national trainer and CI staff for each of Cohort A (November 8, 2016) and Cohort B (October 25, 2016), and two day training sessions together for Cohorts A and Cohort B (January 12, 2017 at an OSD designated site, and April 5, 2017 at the VCOE), provide up to five days total of additional visitations to the cohort's targeted schools with CI staff, dates to be mutually determined for 2016-2017, and four CHAMPS coaching sessions for the OSD CHAMPS point person with CI staff for a total cost for the training sessions are \$43,500.00.
- b. Maintain ownership of all documents and data produced in the training sessions.

2. **The District agrees to:**

- a. Ensure each participant has the appropriate set of CHAMPS Books.
- b. Pay for and provide substitute teachers, if they are needed.
- c. Support professional learning through regular classroom visits by school and district administrator to monitor and support implementation of new learning.
- d. Pay Ventura County Office of Education, Curriculum and Instruction Department \$43,500.00 and up to \$4,350.00 for graphics charges for a total of \$47,850.00.

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 during the 2016-2017 school year. Specific dates may be mutually adjusted as mutually agreed upon.

For the Oxnard School District:




Lisa A. Franz, Director, Purchasing

8-4-16

Date

For the Ventura County Office of Education



Valerie Chrisman, Ed.D., Associate Superintendent
Antonio Castro, Ed.D.

8/8/16

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

**Ratification of Agreement #16-161 - Ventura County Office of Education
(Freeman/Thomas)**

This agreement authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant with enhancement supports provided by the Ventura County Office of Education (VCOE). Through this agreement the Oxnard School District will access funding to maintain and increase access to high quality preschools. The funding covers professional development, technical assistance, and costs of materials.

Term of the Agreement: October 1, 2016 through September 30, 2017

FISCAL IMPACT:

Funding will be provided to the Oxnard School District for this project up to the amount of \$91,000.00

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction & Accountability, that the Board of Trustees ratify Agreement #16-161 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-161, Ventura County Office of Education (16 Pages)

Contract # C17-00224
Vendor # 001068



Ventura County Office of Education SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 10th day of Oct. 2016 by and between Ventura County Office of Education (hereinafter referred to as "Superintendent") and Oxnard Elementary SD (hereinafter referred to as "Provider").

Oxnard Elementary School District
Provider
1051 South A Street
Street Address

95-6002318
Tax Identification or Social Security Number
Oxnard, CA 93030
City, State, Zip

SERVICES.

See Attached Statement of Work

Description of Services to be performed	Hour(s) of Service	Location
<u>October 1, 2016 - Sept. 30, 2017</u>	<u>N/A</u>	<u>See Statement of Work</u>
Date(s)/Term of Service(s)	Hour(s) of Service	Location

FEES.

Compensation for Services *Please indicate Honorarium/Per-day/Hour/Session/Quarter/Lump sum	\$ <u>91,000.00</u>
Covered Expenses <input type="checkbox"/> Yes (Itemize below) <input checked="" type="checkbox"/> No *Original itemized receipts required	\$ <u>0</u>
Total not to exceed	\$ <u>91,000.00</u>

PROVIDER REQUIREMENTS.

- W-9 Signed IRS 20 Factor Checklist Signed Travel policy Other 20-14-110fw
 Certificates of Insurance Fingerprint Certification Out-of-State Withholding waiver (See Tax Notice)

CONDITIONS. Provider will have no obligation to provide services until Superintendent returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor.

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.

SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent. The Provider shall be as fully responsible to the Superintendent for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

TERMINATION OR AMENDMENT. This Agreement may be 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 30 days advance written notice.

CANCELLATION CLAUSE. No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days notice prior to the scheduled date.

PAYMENT. Upon proper invoicing, payment will be made within 30 days of approval by the Program Manager designated below.

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.

GOVERNING LAW AND VENUES. 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.

COPYRIGHT. Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.

DISPUTE RESOLUTION. 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.

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 attorneys fees and costs incurred in connection with such actions or proceeding.

INSURANCE. Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless Superintendent, 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 the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Superintendent. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.

ACKNOWLEDGEMENT AND AGREEMENT. I have read this agreement and agree to its terms.

Lisa Franz, Director

Provider/Representative's name and title (print)
Carrie Murphy, Director, ECP
 VCOE Program Manager
Tom Etchart, Director, Business Office
 VCOE Authorized Representative

Signature _____
[Signature]
 Signature _____
 Signature _____

Date _____
10.10.16
 Date _____
 Date _____

For VCOE use only:
 Charge to Account: 5177 120-5801-6127-0-8500-2100-000-290-0248-0 pw 101316 Contract not to exceed \$ _____
 Completion of Services confirmation & approval for payment. _____
 Department Contact: Carrie Murphy 805-437-1510 Program Manager _____ Date _____
 Name & Phone _____ DE542 _____

AGREEMENT
CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES
CONTRACT # 017-00224
STATEMENT OF WORK
OCTOBER 1, 2016– SEPTEMBER 30, 2017

ITEM # 1 SCOPE OF SERVICES

Oxnard Elementary School District is eligible to receive a Block Grant for sustaining high-quality preschools and for each state-funded site that is rated Tier 4 or higher on the *VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework* (see attachment).

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Education Support Division. Funding received from the QRIS Block Grant is to be used to support high-quality preschool programs serving children between the ages of 3 and 5 years old.

Center-based sites, rated at Tier 4, will receive \$250 per child and up to 20 children per part-day session and sites, rated at Tier 5, will receive \$350 per child and up to 20 children per part-day session. Full-day classroom sessions will receive an increase adjustment of .6172, to be added to the base block grant amount.

The projected annual Block Grant amount, in the table below, is based on all current participating sites reaching Tier 5 rating on the *VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework*.

Table 1

Oxnard SD	# Classrm	Tier 5 Allocation					Full day adjustment	Adjustment Total	Total
		Part-day children	Full-day Children	allocation	Part-day total	Full-day total			
Driffill Preschool	1	40		\$350.00	\$14,000.00	\$0.00	0.6172	\$0.00	\$14,000.00
Elm Elementary	1	20		\$350.00	\$7,000.00	\$0.00	0.6172	\$0.00	\$7,000.00
McKinna Preschool	1	40		\$350.00	\$14,000.00	\$0.00	0.6172	\$0.00	\$14,000.00
Ritchen	1	40		\$350.00	\$14,000.00	\$0.00	0.6172	\$0.00	\$14,000.00
Rose Avenue Preschool	1	40		\$350.00	\$14,000.00	\$0.00	0.6172	\$0.00	\$14,000.00
San Miguel Preschool	1	40		\$350.00	\$14,000.00	\$0.00	0.6172	\$0.00	\$14,000.00
Sierra Linda (Oxnard SD)	1	40		\$350.00	\$14,000.00	\$0.00	0.6172	\$0.00	\$14,000.00

260

\$91,000.00

DATA COLLECTION

Oxnard SD will implement the web-based Pinwheel Data System. The Pinwheel Data System will store and track data from sites participating in the QRIS Block Grant. Oxnard SD will identify a Data Representative to facilitate the implementation of Pinwheel and provide the following data:

- Child Demographics
- Attendance for Children
- DRDP data
- Staff Education

Data may be exported from Oxnard SD's data system and imported into Pinwheel using a script or mapping file provided by Early Quality Systems, Inc. (EQS). Information/data not provided by Oxnard SD's data system will need to be entered manually.

DATA PRIVACY COMPLIANCE

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc. (EQS), (third-party Consultant) are required by federal and state laws to protect certain data, including by not limited to financial, health, and educational records. SUPERINTENDENT services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including by not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act ("SOPIPA"), the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), and the Children's Internet Protection Act ("CIPA").

Attachment A, Technology Services Agreement, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the Oxnard SD.

Oxnard SD is responsible for obtaining parent consent and authorization to share child data with VCOE.

INVOICING

Block Grant payments will be process after March 1, 2017.
Invoice will be submitted to:

Carrie Murphy, Director
Early Childhood Programs
Ventura County Office of Education
5100 Adolfo Rd.
Camarillo, CA 93012

REPORTING

Oxnard SD is responsible for reporting expenditures for all funding received through the Block Grant. Oxnard SD will provide a hard copy and electronic copy of the *Block Grant Expenditure Report* (see attachment).

Expenditure reports are due **September 30, 2017**

ATTACHMENTS

1. Attachment A- Technology Services Agreement for California Assembly Bill 1584 Compliance
2. VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework –Exhibit A
3. Block Grant Expenditure Report – Exhibit B

**ATTACHMENT A
TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the **Ventura County Office of Education** ("Superintendent") and **Early Quality Systems, Inc., third-party Consultant** ("Consultant") on **July 1, 2016** ("Effective Date".)

WHEREAS, the Superintendent is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party Consultant must include certain terms; and

WHEREAS, the Superintendent and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Consultant from Superintendent continue to be the property of and under the control of the Superintendent.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Assessments, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Assessments, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

Early Quality Systems, Inc. Personally Identifiable Information Review Policy:

Early Quality Systems, Inc. provides Pinwheel™ data Assessments which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems, Inc. does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

EQS Security and Confidentiality Program- Policies and Procedures:

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality Systems' Program.
- Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality Systems' information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality Systems' Program. Training will recur at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
 - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
 - Locking rooms and file cabinets where paper records are kept.
 - Using password-activated computer software, Assessments, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
 - Using strong passwords (at least eight characters long and alpha-numeric).
 - Changing passwords periodically, and maintaining the security of passwords.
 - Sending electronic information over secure channels only.
 - Appropriately disposing of paper and electronic records.
 - Other training as determined appropriate by management from time to time.
- Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.

- All employees and independent contractors will be permitted to access customer information on a “need-to-know” basis as determined by Early Quality Systems management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.
- All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer’s agreements with such independent contractors.

Information Assessments:

- In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems shall implement, maintain and enforce the following information Assessments safeguards:
 - All records containing customer information shall be stored and maintained in a secure area.
 - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.
 - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
 - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.
 - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer Assessment with a direct Internet connection.
 - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the *EQS Security and Confidentiality Program* Coordinator.
- All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
 - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality Systems directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
 - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
 - Early Quality Systems, Inc. shall require by contract that inbound transmissions of customer information delivered to the Early Quality Systems via other sources be encrypted or otherwise secured.
 - All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program* Coordinator.
 - To the extent sensitive data must be transmitted to the Early Quality Systems by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
 - The *EQS Security and Confidentiality Program* Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Systems and with the Early Quality Systems business partner and vendors.

- Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
- All paper transmissions of customer information by the Early Quality Systems shall be performed on a secure basis.
- Sensitive customer information shall be properly secured at all times.
 - Customer information delivered by the Early Quality Systems to third parties shall be kept sealed at all times.
 - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
- All customer information shall be disposed of in a secure manner.
 - The *EQS Security and Confidentiality Program* Coordinator shall supervise the disposal of all records containing customer information.
 - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
 - All hardware shall be effectively destroyed.
 - All customer information shall be disposed of in a secure manner after any applicable retention period.
- The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality Systems computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
- The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.
- Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Assessments Failures:

In keeping with the objectives of the Program, the Early Quality Systems shall implement, maintain and enforce the following attack and intrusion safeguards:

- The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality Systems has adequate procedures to address any breaches of the Early Quality Systems information safeguards that would materially impact the confidentiality and security of customer information.
- The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer Assessments, etc.
- The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality Systems computer vendors from time to time to ensure that the Early Quality Systems has installed the most recent patches that resolve software vulnerabilities.
- Early Quality Systems shall utilize anti-virus software that updates automatically.
- Early Quality Systems shall maintain up-to-date firewalls.

- The Program Coordinator shall manage the Early Quality Systems information security tools for employees and pass along updates about any security risks or breaches.
- The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

Risk Assessment:

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality Systems' operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information Assessments, including network and software design, as well as
- information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other Assessments failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality Systems customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality Systems' current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit:

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality Systems' safeguards' key controls, Assessments, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers:

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality Systems service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality Systems for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality Systems to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality Systems safeguarding requirements.

Periodic Reevaluation of the Program

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality Systems operations, business or information technology arrangements; or
- Any other circumstances that the *EQS Security and Confidentiality Program Coordinator* knows, or has reason to know, may have a material impact of the Program.

In order to assist the *EQS Security and Confidentiality Program Coordinator* in the regard, the Early Quality Systems shall keep the *EQS Security and Confidentiality Program Coordinator* apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality Systems customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

Early Quality Systems, Inc. Unauthorized Disclosure of Pupil Record Data Action Plan:

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems, Inc. (EQS) Program Coordinator:

- Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- Immediately determine the status of the breach (on-going, active, or post breach).
- If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Assessments/data and preserve evidence for investigation.
- Document all mitigation efforts for later analysis.
- Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
 - Identify all affected data, machines, and devices.
 - Conduct interviews with key personnel and document facts (if criminal activity is suspected, Coordinate these interviews with law enforcement).
 - When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.

- Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
 - Reach out to data owners as soon as possible to notify them about the breach.
 - Foster a cooperative relationship between the incident response team and data owners.
 - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.
9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.
10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

Early Quality Systems, Inc.-End of Contract Data Transfer Process:

Early Quality Systems, Inc. provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired. Contract data may downloaded by following these steps:

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment
all Pinwheel downloads are done via SSL
browser should be set to download on a secure/encrypted drive
- Download all data by following these steps
In Pinwheel, Log on as admin user.
- from main menu go to exports page
for each data item select item type (radio button) and then select export
each export file will be downloaded as an excel file
- Alternatively
log on as statistical analysis user
create workspace
select all data files in Pinwheel
download all Pinwheel files using links on Statistical Analysis Data Files
each export file will be downloaded as a CSV file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Early Quality Systems, Inc. FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, Inc., LLC. (EQS) Student Information Assessment and Program Management

Assessment, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information Assessment and Program Management Assessment. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA.

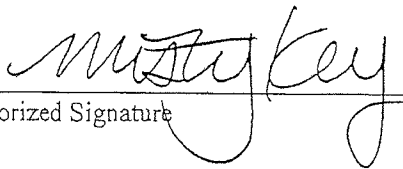
As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.


The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

VENTURA COUNTY SUPERINTENDENT
OF SCHOOLS

EARLY QUALITY SYSTEMS, INC.


Authorized Signature


Authorized Signature

Tom Etchart, Director, Business Office

Mark Crandall, President and CEO

Printed Name and Title

Printed Name and Title

Date 8-10-16

Date 8/1/2016

**California AB 1584 Compliance Checklist for
School District/SUPERINTENDENT Technology Services Agreements**

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

• *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

NAME of CSPP Contractor

E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Semi-Annual Reporting Form (From LEA to CDE)			
Categories of Spending	Amount spent in the first reporting period July 1, 2016-February 28, 2017	Amount spent in the second reporting period March 1, 2017-September 30, 2017	Total amount spent (Columns B+ C)	
1000 Certified Salaries				
Increase in salaries	\$ -	\$ -	\$ -	
Release Time/Substitutes	\$ -	\$ -	\$ -	
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -	
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -	
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -	
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -	
Other:	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	
2000 Classified Salaries				
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -	
Other:	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	
3000 Benefits				
Other:	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	
4000 Supplies				
Other:	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	
5000 Travel/Equipment/Contractual				
Travel	\$ -	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ -	
Workshop conference/registration fee	\$ -	\$ -	\$ -	
Incentives/Teacher stipends	\$ -	\$ -	\$ -	
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -	
Other:	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	
Other Spending Categories not mentioned (please specify):				
Non-reimbursable bonuses	\$ -	\$ -	\$ -	
Grand Total	Total Grant Award Amount Spent in this Quarter =			\$ -

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date



RISING STARS QUALITY RATING AND IMPROVEMENT SYSTEM
QUALITY CONTINUUM FRAMEWORK

Tier 1 Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS				
Child Observation <input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool once a year <input type="checkbox"/> Familiarity with CA Foundations and Frameworks for the appropriate age group (e.g. overview training) (Lead Teacher)	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with CA <i>Foundations & Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning <input type="checkbox"/> All teachers complete training on Foundations and Framework, (Volume 1 for preschool <u>or</u> all domains for infant/toddler teachers)* *All teachers who have responsibility for instruction and child assessments.
CORE II: TEACHERS AND TEACHING				
Developmental and Health Screenings <input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers") used at entry, then: 1. Annually <u>OR</u> 2. Conducts vision and hearing screenings annually	<input type="checkbox"/> Program works with families to screen all children using a valid and reliable child screening tool at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to screen all children using the ASQ at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to screen all children using the ASQ & ASQ-SE, if indicated, at entry, annually, and then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2
Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> 24 units of ECE/CD <u>or</u> Associate Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD <u>or</u> Associate Permit	<input type="checkbox"/> 24 units of ECE and 16 units of General Education <u>or</u> Teacher Permits AND <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA) in ECE/CD OR AA in any field plus 24 units of ECE/CD <u>or</u> Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) with 24+ units of ECE/CD or master's degree in ECE/CD <u>or</u> Program Director Permit AND <input type="checkbox"/> 21 hours PD annually

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

¹ Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 12.11.15



Tier 1 Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
Effective Teacher-Child Interactions: CLASS - Assessments (*Use tool for appropriate age group as available)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K ■ Emotional Support - 5 ■ Classroom Organization - 5 ■ Instructional Support - 3 Toddler ■ Emotional & Behavioral Support - 5 ■ Engaged Support for Learning - 3.5 Infant ■ Responsive Caregiving Domain (RC) - 5.0	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K ■ Emotional Support - 5.5 ■ Classroom Organization - 5.5 ■ Instructional Support - 3.5 Toddler ■ Emotional & Behavioral Support - 5.5 ■ Engaged Support for Learning - 4 Infant ■ Responsive Caregiving Domain (RC) - 5.5
Effective Teacher-Child Interactions: CLASS - Assessments (*Use tool for appropriate age group as available)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 4:16 Toddler - 3:18 Preschool - 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 3:12 Toddler - 2:12 Preschool - 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 3:12 or 2:8 Toddler - 2:10 Preschool - 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 3:9 or better Toddler - 3:12 or better Preschool - 1:8 ratio and group size of no more than 20	
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				

¹ Local-Tier 2: Local decision if Blocked or Points and if there are additional elements
¹ Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
 VCOE Rev. 12.11.15



Exhibit A

Tier 1 Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
Director Qualifications (Centers Only)				
<input type="checkbox"/> 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	<input type="checkbox"/> 24 units core ECE, 16 units General Education, 3 units management/Administration <u>or</u> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units core ECE, 6 units management/administration, 2 units supervision <u>or</u> Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units core ECE, 8 units management/Administration <u>or</u> Program Director Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 24 units core ECE including specialized courses, 8 units management/administration, <u>or</u> Administrative Credential AND <input type="checkbox"/> 21 hours PD annually

Program Type	TOTAL POINT RANGES				
	Common-Tier 1	Local-Tier 2 ¹	Common-Tier 3	Common-Tier 4	Local-Tier 5 ²
Centers 7 Elements for 35 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
Infant-only Centers 6 elements for 30 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 7 to 15	Point Range 16 to 21	Point Range 22 to 26	Point Range 27 and above
FCCHs 5 Elements for 25 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above
Infant-only FCCHs 4 elements for 20 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 5 to 10	Point Range 11 to 13	Point Range 14 to 17	Point Range 18 and above

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

²Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 12.11.15

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
 X **Special Education**
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Amendment #1 to Agreement #16-87 - Ventura County Office of Education/SELPA (Freeman/Sugden)

At the Board meeting of August 24, 2016, the Board of Trustees approved Agreement #16-87 with the Ventura County Office of Education (VCOE) for Social/Emotional Services Specialist (SESS) for 60 hours per week for 48 weeks, in the amount not to exceed \$249,600.00.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #16-87 by \$5,760.00 for a total cost of \$255,360.00 for 2016-2017. The increase is due to an additional 1.5 hours of SESS services for a total of 66.5 hours per week, per Amendment #1.

FISCAL IMPACT:

\$5,760.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #16-87 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Ventura County Office of Education/SELPA (1 Page)
 Agreement #16-87, Ventura County Office of Education/SELPA (1 Page)

Ventura County SELPA
Amended AGREEMENT
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST
2016-2017

This will serve as evidence of Oxnard [REDACTED] School District commitment to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours/Days per week: Change **From:** 65 hours per week **To:** 66.5 hours per week _____

Cost per hour: _____ **\$80.00 per hour** _____

Formula: $(66.5 \text{ hrs/wk} \times \$80\text{hr}) = \$5,320.00 \times 48 \text{ weeks} = \$255,360.00$

This is an eleven-month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 1/2 hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. SELPA Director will provide supervision to staff.

All payments for SES services will come out of the district's Discretionary Mental Health Services funds (#6512) that are held at the SELPA, unless otherwise indicated by the District Special Education Director. The District Special Education Director will receive a monthly statement noting amount spent.

This agreement is in effect from September 1, 2016 through July 31, 2017.

District Administrator _____

Title Director, Purchasing Date _____

SELPA Director _____ Date _____

Ventura County SELPA

AGREEMENT

FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST

2016-2017

This will serve as evidence of Oxnard Elementary School District commitment to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours/Days per week: 65 hours per week

Cost per hour: \$80.00 per hour

$$\text{Formula: } (65 \text{ hrs/wk} \times \$80\text{hr}) = \$5,200.00 \times 48 \text{ weeks} = \$249,600.00$$

This is an eleven-month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. SELPA Director will provide supervision to staff.

All payments for SES services will come out of the district's Discretionary Mental Health Services funds (#6512) that are held at the SELPA, unless otherwise indicated by the District Special Education Director. The District Special Education Director will receive a monthly statement noting amount spent.

This agreement is in effect from September 1, 2016 through July 31, 2017.

District Administrator Lisa A. Franz 

Title Director, Purchasing Date 8-25-16

SELPA Director  Date 6/20/16

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- | | | | |
|--------------|-----------------------|---|--|
| | Study Session: | _____ | |
| | Closed Session | _____ | |
| A-1. | Preliminary | _____ | |
| A-II. | Reports | _____ | |
| B. | Hearings | _____ | |
| C. | Consent Agenda | _____ | |
| | | | Agreement Category: |
| | | | ____ Academic |
| | | | ____ Enrichment |
| | | | <u>X</u> Special Education |
| | | | ____ Support Services |
| | | | ____ Personnel |
| | | | ____ Legal |
| | | | ____ Facilities |
| D. | Action Items | _____ | |
| F. | Board Policies | <u>1st Reading</u> _____ <u>2nd Reading</u> _____ | |

Ratification of Agreement #16-159 – Passageway School (Freeman/Sugden)

Requesting ratification for Non Public School (NPS) services for student AH112906 for the 2016-2017 school year, beginning September 1, 2016, and including Extended School Year through July 2017. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: AH112906

FISCAL IMPACT:

Tuition:	\$150.87 per diem x 167 days = \$25,195.29 (Including 20 days of Extended School Year)
1:1 Support:	\$71.95 per day x 167 days = \$12,015.65
Transportation:	\$30.84 round trip daily rate for 167 days = \$5,150.28
Grand Total:	<u>\$42,361.22</u> - Services to be paid with Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-159 with Passageway School, NPS in the amount not to exceed \$42,361.22.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-159, Passageway School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-159

THIS AGREEMENT, made and entered into this 7th day of December 2016, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the PASSAGEWAY SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Student: AH112906

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2016-2017** school year, at a daily rate of \$150.87 for 167 days, this includes 20 days of extended school year through August 2017; transportation services at a daily rate of \$30.84; and 1:1 support at a daily rate of \$71.95, services not to exceed **\$42,361.22**.

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-159

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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 **\$42, 361.22** for **AH112906**.

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-159

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any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

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

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

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-159

Page 4

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

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

Date

Robin Freeman, Asst. Superintendent, Educational Services
Oxnard School District

Date

Passageway School, Assistant Administrator
Diana Adame, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-167 – Fillmore Unified School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Fillmore Unified School District student #AL080507 for the 2016-2017 school year, excluding Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: AL080507

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$33,298.61 - \$9,673.00 (*ADA) = \$23,625.61
One-time cost for Personal Equip. Setup: \$1,700.00
Extended School Yr. (ESY): (No ESY Services)
Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$25,325.61**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-167 with Fillmore Unified School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-167, Fillmore Unified School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-18-16 is made by and between the Oxnard School District and the Fillmore Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **AL080507**, a Special Education pupil (“Student”) who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,298.61 + \$1,700 = \$34,998.61
(*Includes a one-time \$1,700 per student cost for Personal Equipment Setup.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: AL080507

Services:

Base Rate for 180 days:	\$33,298.61 – \$9,673 (ADA) = \$23,625.61
One-time cost for Personal Equipment Setup	\$1,700
Extended School Yr. (ESY):	(No ESY services)

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2016-2017 UPCOMING: 2017-2018

Total: **\$25,325.61**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2016-2017 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Fillmore Unified School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$25,325.61

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ **2nd Reading** _____

Ratification of Agreement #16-168 – Fillmore Unified School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Fillmore Unified School District student #JC111411 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: JC111411

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 135 days:	\$18,854.10 - \$0.00 (no ADA for PreK) = \$18,854.10
One-time cost for Personal Equip. Setup:	\$1,700.00
Extended School Yr. (ESY):	\$131.00 per diem x 20 days = \$2,620.00
Transportation:	Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$23,174.10**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-168 with Fillmore Unified School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-168, Fillmore Unified School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 10-19-16 is made by and between the Oxnard School District and the Fillmore Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JC111411**, a Special Education pupil (“Student”) who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$25,139.54

Prorated Base rate for 135 days for student = \$18,854.10 + \$1,700 = \$20,554.10 **(*Includes a one-time \$1,700 per student cost for Personal Equipment Setup.)**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: JC111411

Services:

Prorated Base Rate for 135 days:	\$18,854.10 – 0 (no ADA for PreK) = \$18,854.10
One time cost for Personal Equipment Setup	\$1,700
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2016-2017 UPCOMING: 2017-2018

Total: **\$23,174.10**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2016-2017 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed

in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Fillmore Unified School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$23,174.10

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-169 - Hueneme School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Hueneme School District student #RV071706 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: RV071706

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$33,298.61 - \$9,673.00 (*ADA) = \$23,625.61

Counseling Services: \$80 per hour x 19 hours = \$1,520.00
(30 minutes a week for 38 weeks)

Extended School Year. (ESY): \$131.00 per diem x 20 days = \$2,620.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$27,765.61**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-169 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-169, Hueneme School District (3 Pages)

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2016-2017** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to

indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$27,765.61

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-170 - Hueneme School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Hueneme School District student #SM081713 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: SM081713

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Prorated Tuition Base Rate for 149 days:	\$22,509.34 - \$0 (no ADA for PreK) = \$22,509.34
One time cost for Personal Equipment Setup:	\$1,700.00
Extended School Year.(ESY):	\$131.00 per diem x 20 days = \$2,620.00
Transportation:	Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$26,829.34**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-170 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-170, Hueneme School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 9-29-16 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **SM081713**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$25,139.54

Prorated Base rate for 148 days for student = \$20,809.34 + \$1,700 = \$22,509.34 **(*Includes a one-time \$1,700 per student cost for Personal Equipment Setup.)**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: SM081713

Services:

Prorated Base Rate for 149 days:	\$22,509.34 – 0 (no ADA for PreK) = \$22,509.34
One time cost for Personal Equipment Setup	\$1,700
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2016-2017 UPCOMING: 2017-2018

Total: **\$26,829.34**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2016-2017** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to

indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$26,829.34

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-171 - Hueneme School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Hueneme School District student #SP061913 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: SP061913

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Prorated Tuition Base Rate for 148 days:	\$20,670.29 - \$0 (no ADA for PreK) = \$20,670.29
One time cost for Personal Equipment Setup:	\$1,700.00
Extended School Year.(ESY):	\$131.00 per diem x 20 days = \$2,620.00
Transportation:	Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$24,990.29**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-171 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-171, Hueneme School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 9-30-16 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **SP061913**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$25,139.54

Prorated Base rate for 148 days for student = \$20,670.29 + \$1,700 = \$22,370.29 **(*Includes a one-time \$1,700 per student cost for Personal Equipment Setup.)**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: SP061913

Services:

Prorated Base Rate for 148 days:	\$20,670.29 – 0 (no ADA for PreK) = \$20,670.29
One time cost for Personal Equipment Setup	\$1,700
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date:* CURRENT: 2016-2017 UPCOMING: 2017-2018

Total: **\$24,990.29**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2016-2017** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to

indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$24,990.29

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-172 - Hueneme School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Hueneme School District student #VN042612 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: VN042612

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:	\$25,139.54 - \$0 (no ADA for PreK) = \$25,139.54
One time cost for Personal Equipment Setup:	\$1,700.00
Extended School Year.(ESY):	\$131.00 per diem x 20 days = \$2,620.00
Transportation:	Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$29,459.54**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-172 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-172, Hueneme School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-18-16 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **VN042612**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$25,139.54 + \$1,700 = \$26,839.54
(*Includes a one-time \$1,700 per student cost for Personal Equipment Setup.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: VN042612

Services:

Base Rate for 180 days:	\$25,139.54 – 0 (no ADA for PreK) = \$25,139.54
One time cost for Personal Equipment Setup	\$1,700
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2016-2017 UPCOMING: 2017-2018

Total: **\$29,459.54**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2016-2017** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$29,459.54

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-173 – Ocean View School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Ocean View School District student #JM060311 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: JM060311

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$33,298.61 - \$9,673.00 (*ADA) = \$23,625.61

Extended School Year.(ESY): \$131.00 per diem x 20 days = \$2,620.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$26,245.61**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-173 with Ocean View School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-173, Ocean View School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-18-16 is made by and between the Oxnard School District and the Ocean View School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JM060311**, a Special Education pupil ("Student") who is a resident of Ocean View School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. OCEAN VIEW SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,298.61** (*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2015-2016 for above named student.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: JM060311

Services:

Base Rate for 180 days: **\$33,298.61** – 9,673 (ADA) = \$23,625.61

Extended School Yr. (ESY): \$131 per diem x 20 days = \$2,620

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2016-2017

UPCOMING: 2017-2018

Total: **\$26,245.61**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ocean View School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2016-2017 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Ocean View School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$26,245.61

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ocean View School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ocean View School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ocean View School District** pupils being served in the Oxnard program; (L) providing to **Ocean View School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Ocean View School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ **2nd Reading** _____

Ratification of Agreement #16-174 – Pleasant Valley School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Pleasant Valley School District student #AL082012 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: AL082012

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:	\$25,139.54 - \$0 (no ADA for PreK) = \$25,139.54
One time cost for Personal Equipment Setup:	\$1,700.00
Extended School Year.(ESY):	\$131.00 per diem x 20 days = \$2,620.00
Transportation:	Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$29,459.54**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-174 with Pleasant Valley School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-174, Pleasant Valley School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-18-16 is made by and between the Oxnard School District and the Pleasant Valley School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **AL082012**, a Special Education pupil (“Student”) who is a resident of Pleasant Valley School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. PLEASANT VALLEY SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$25,139.54 + \$1,700 = \$26,839.54** (***Includes a one-time \$1,700 per student cost for Personal Equipment Setup.**)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: AL082012

Services:

Base Rate for 180 days:	\$25,139.54 – 0 (ADA) = \$25,139.54
One time cost for Personal Equipment Setup	\$1,700
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2016-2017 UPCOMING: 2017-2018

Total: **\$29,459.54**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Pleasant Valley School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2016-2017** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Pleasant Valley School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$29,459.54

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Pleasant Valley School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Pleasant Valley School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Pleasant Valley School District** pupils being served in the Oxnard program; (L) providing to **Pleasant Valley School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Pleasant Valley School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-175 – Pleasant Valley School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Pleasant Valley School District student #LA101809 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: LA101809

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:	\$33,298.61 - \$9,673.00 (*ADA) = \$23,625.61
Extended School Year (ESY):	\$131.00 per diem x 20 days = \$2,620.00
OT Services:	\$70 per hour x 640 minutes (10.666 hrs) yearly = \$746.62
Transportation:	Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$26,992.23**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-175 with Pleasant Valley School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-175, Pleasant Valley School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-18-16 is made by and between the Oxnard School District and the Pleasant Valley School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **LA101809**, a Special Education pupil (“Student”) who is a resident of Pleasant Valley School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. PLEASANT VALLEY SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,298.61** (*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2015-2016 for above named student.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: LA101809

Services:

Base Rate for 180 days:	\$33,298.61 – 9,673 (ADA) = \$23,625.61
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620
OT services:	\$70 per hour rate x 640 minutes (10.666 hrs.) yearly = \$746.62

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2016-2017 UPCOMING: 2017-2018

Total: **\$26,992.23**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Pleasant Valley School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2016-2017** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Pleasant Valley School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$26,992.23

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Pleasant Valley School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Pleasant Valley School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Pleasant Valley School District** pupils being served in the Oxnard program; (L) providing to **Pleasant Valley School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Pleasant Valley School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-176 - Rio School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Rio School District student #SG092208 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: SG092208

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Prorated Tuition Base Rate for 140 days: \$25,898.92 - \$7,523.44 (*Prorated ADA) = \$18,375.48
(Prorated ADA: 140 days divided by 180 school days = .777 x annual ADA rate of \$9,673.00 = \$7,523.44)

One time cost for Personal Equipment Setup: \$1,700.00

Extended School Year.(ESY): \$131.00 per diem x 20 days = \$2,620.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$22,695.48**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-176 with Rio School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-176, Rio School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 10-12-16 is made by and between the Oxnard School District and the Rio School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **SG092208**, a Special Education pupil (“Student”) who is a resident of Rio School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. RIO SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,298.61

Prorated Base rate for 140 days for student = \$25,898.92 + \$1,700 = \$27,598.92 (***Includes a one-time \$1,700 per student cost for Personal Equipment Setup.**)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: SG092208

Services:

Prorated Base Rate for 140 days:	\$25,898.92 – \$7,523.44 (Prorated ADA) = \$18,375.48
One time cost for Personal Equipment Setup	\$1,700
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620

(Prorated ADA: 140 days divided by 180 school days = .777 x annual ADA rate of \$9,673 = \$7,523.44 ADA)

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2016-2017

UPCOMING: 2017-2018

Total: **\$22,695.48**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Rio School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2016-2017 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.

8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed

in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Rio School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$22,695.48

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Rio School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Rio School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Rio School District** pupils being served in the Oxnard program; (L) providing to **Rio School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Rio School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-177 – Briggs Elementary School District for Oxnard School District to provide DHH Services (Freeman/Sugden)

Oxnard School District will provide services for Briggs Elementary School District student #VH121010 for the 2016-2017 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: VH121010

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:	\$33,298.61 - \$9,673.00 (*ADA) = \$23,625.61
Extended School Year.(ESY):	\$131.00 per diem x 20 days = \$2,620.00
Transportation:	Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$26,245.61**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-177 with Briggs Elementary School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-177, Briggs Elementary School District (3 Pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-18-16 is made by and between the Oxnard School District and the Briggs Elementary School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **VH121010**, a Special Education pupil (“Student”) who is a resident of Briggs Elementary School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. BRIGGS ELEMENTARY SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2016-2017 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$33,298.61** (*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2015-2016 for above named student.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$84 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$131 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: VH121010

Services:

Oxnard School District will receive the following reimbursement:

Base Rate for 180 days:	\$33,298.61 – 9,673 (ADA) = \$23,625.61
Extended School Yr. (ESY):	\$131 per diem x 20 days = \$2,620

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2016-2017

UPCOMING: 2017-2018

Total: **\$26,245.61**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA. Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Briggs Elementary School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2016-2017 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, Section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Briggs Elementary School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$26,245.61

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Briggs Elementary School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Briggs Elementary School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Briggs Elementary School District** pupils being served in the Oxnard program; (L) providing to **Briggs Elementary School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Briggs Elementary School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
 X **Special Education**
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-184 – NCS Pearson (Freeman/Sugden)

NCS Pearson will provide professional development for Opening the World of Learning program to be utilized by Pre-K teachers at San Miguel for the 2016-2017 school year.

FISCAL IMPACT:

\$2,800.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-184 with NCS Pearson.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-184, NCS Pearson (7 Pages)



AGREEMENT #16-184

November 9, 2016

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

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

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

1. Pearson shall make available the Pearson products and/or services referenced on the attached proposal dated October 20, 2016 for OWL Professional Development. All products and services are provided to Customer pursuant to Pearson’s standard terms and conditions as set forth below.

2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

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

	OXNARD SCHOOL DISTRICT		NCS PEARSON, INC.
	(Customer)		
By:		By:	Matt Stricker
	(Signature)		Matt Stricker (Nov 9, 2016) (Signature)
Print Name:	Robin Freeman	Print Name:	Matt Stricker
Title	Asst. Supt., Ed. Svcs.	Title	Vice President, Operations
Address	1051 S A St Oxnard, CA 93030-7442	Address	3075 W. Ray Road, Suite 200 Chandler, AZ 85226
Contact	Amelia Sugden	Contact	Matt Stricker
Phone	(805)385-1501 x2175	Phone	480-457-6000
Email	asugden@oxnardsd.org	Email	k12customerservice@pearson.com
		Tax ID	41-0850527

1. **SERVICES.** Customer agrees to purchase, and Pearson agrees to furnish, in accordance with this Agreement, those professional services (the "Services") that are described in the Proposal that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.
2. **PROJECT MANAGER.** Each party shall designate one of its employees or consultants to serve as Project Manager. The Customer's Project Manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project Manager shall be responsible for managing the Services provided to Customer. Either party may replace its Project Manager upon written notice to the other.
3. **CUSTOMER RESPONSIBILITIES.** Customer shall, at Customer's expense, furnish Pearson with all information, facilities, or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.
4. **FEES.** Customer agrees to pay Pearson the fees specified in the Proposal. Pearson shall be paid no later than thirty (30) days after services are provided. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.
5. **TERM; TERMINATION.** This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. If this Agreement includes access to software or online content for a stated license period, and Customer later renews its access to such software or online content (which renewal will be at Pearson's then-current fees for same), then this Agreement shall remain in effect for such renewal period as it relates to Customer's license to use such software or online content.

Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination. In addition, the provisions of Sections 6, 7 and 8 shall survive the termination of this Agreement.

6. **OWNERSHIP RIGHTS.** If Pearson provides Customer with any documentation, manuals, software, access to online content, and/or any other materials (collectively, "Materials") as a result of the provision of Services, then:
 - (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; and
 - (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. To the extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. **WARRANTIES; LIMITATIONS.** Pearson warrants that the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. PEARSON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PEARSON DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.

8. **LIMITATION OF LIABILITY.** PEARSON SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST SAVINGS, LOST FUNDING, OR LOSS OF BUSINESS OR DATA, ARISING FROM THIS AGREEMENT OR THE PROVISION OF THE SERVICES AND MATERIALS PURSUANT THERETO, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING FROM THIS AGREEMENT AGAINST PEARSON, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER FOR THE APPLICABLE SERVICES OR MATERIALS ON WHICH THE CLAIM IS BASED.

9. **FORCE MAJEURE.** In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable as a result of its inability to do so. In addition, neither party shall be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

10. **GOVERNING LAW.** This Agreement shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of laws.

11. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.

12. **ASSIGNMENT; SUBCONTRACTING.** Customer may not assign all or any portion of this Agreement without Pearson's written consent. Pearson may subcontract, assign or delegate any of its rights and duties under this Agreement without the consent of Customer.

13. **ENTIRE AGREEMENT.** This Agreement, together with the Proposal, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. This Agreement shall not be modified or amended without the written agreement of both parties.



Mary Truax

Oxnard Elem School District
 1051 S A St
 Oxnard, CA 93030-7442
 United States

Quote Number: 21923

Quote Creation Date: 10-20-2016

Quote Expiration Date: 12-19-2016

OSD OWL Spec Ed Pilot

Price Quote Summary

Solution	Base Amount	Total
Additional Literacy Professional Development	\$ 0.00	\$ 0.00
Opening the World of Learning (OWL) Professional Development	\$ 2,800.00	\$ 2,800.00
Solution Subtotal	\$ 2,800.00	\$ 2,800.00
	Shipping & Handling	\$ 0.00
	Total	\$ 2,800.00

Price Quote Detail

ISBN13	Solution	Unit Price	Quantity	Base Amount	Total Price
Additional Literacy Professional Development					
Additional Literacy Professional Development - Literacy Program Activation					
000000121240	LITERACY PROGRAM ACTIVATION	\$1,900.00	0	\$0.00	\$0.00
Additional Literacy Professional Development - Literacy Program Activation Subtotal				\$ 0.00	\$ 0.00
Additional Literacy Professional Development Subtotal				\$ 0.00	\$ 0.00
Opening the World of Learning (OWL) Professional Development					
Opening the World of Learning (OWL) Professional Development - Product Activation / Implementation Essentials					
000000121920	OPENING THE WORLD OF LEARNING (OWL) 2014 IMPLEMENTATION ESSENTIALS	\$2,800.00	1	\$2,800.00	\$2,800.00
Opening the World of Learning (OWL) Professional Development - Product Activation / Implementation Essentials Subtotal				\$ 2,800.00	\$ 2,800.00
Opening the World of Learning (OWL) Professional Development Subtotal				\$ 2,800.00	\$ 2,800.00

ISBN13	Solution	Unit Price	Quantity	Base Amount	Total Price
Solution Subtotal				\$ 2,800.00	\$ 2,800.00
Shipping and Handling					\$ 0.00
				Total	\$ 2,800.00

ESTIMATED 5 YEAR COST SUMMARY

Literacy

Description	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Instructional Resources	\$ 2,800.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Cost per Year	\$ 2,800.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

ESTIMATED FIVE YEAR TOTAL COST OF OWNERSHIP **\$ 2,800.00**

Note: All projected costs for on-going subscription / maintenance and support fees are estimates to be used for budgeting purposes only. Actual fees will be invoiced at then current rates based on then current enrollment.

Addendum

Please submit a copy of this quotation, the District/School Purchase Order, and any other required documentation via one of the below:

eForm: https://pearsoncommunity.force.com/coco/s/Customer_Service_Support_Form

Fax: 1-877-260-2530

Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

For questions regarding your order please call Customer Service: 1-800-848-9500

Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

This is a price quotation for the customer's convenience only, and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors.

Pearson's standard terms are net 30 days unless otherwise specified.

All pricing is in US Dollars unless otherwise specified.

Annual subscriptions and/or maintenance and support charges automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing customerservice@pearson.com.

Fees for any renewals of product or support/maintenance subscriptions beyond the period covered by this pricing proposal will be at Pearson's then-current rates and, for products for which such fees are based on student count, the customer's then-current enrollment. All such renewal fees are due at the commencement of the new subscription period.

Implementation services provided by Pearson will be delivered to the customer based on established Pearson processes and billing procedures or through a Custom Scope of Work establishing milestones and/or billing schedule agreed upon by the customer. Changes, requested by the customer, to the original Scope of Work may result in additional costs.

S&H charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.

Travel related expenses associated with On-Site Training and Services are included in the listed price unless otherwise specified.

Quoted prices may not reflect contract pricing for some customers. Any applicable contract pricing will be applied to the final invoice. If you require contract pricing reflected on the quote, please work with your Account Manager or contact Customer Service.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided.

Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at time of invoicing may be more or less. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided.

Certain Pearson products may have minimum requirements related to licensing, services, and/or pricing that are reflected in the attached quotation.

The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
X Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Ratification of REVISED Agreement/MOU #16-127, County of Ventura/Ventura County Behavioral Health (Freeman/Ridge)

At the Board meeting of September 21, 2016, the Board of Trustees approved Agreement/MOU #16-127 with Ventura County Behavioral Health (VCBH) for a provision of services relationship with VCBH and Oxnard School District (OSD). VCBH will work in partnership with OSD to provide community outreach at targeted school sites.

At VCBH request, the following wording has been added or changed to Agreement/MOU #16-127 as follows:

I. The names of the schools were added to Agreement/MOU bullet item #1 to read:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at the following schools in the District: Elm Elementary, Harrington Elementary, Kamala Elementary, Lemonwood Elementary and McKinna Elementary (“Designated Schools”).

II. The name “Ventura County Office of Education” was changed on bullet item #9d. to read:

“Oxnard School District”

III. The wording on Exhibit A has been changed to refer to “each Designated School” in place of:

“...each of the five individual school sites in the 93033 zip code” and “each OSD school site”, and where it applies.

FISCAL IMPACT:

Oxnard School District will not be charged for the services provided by VCBH.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify **REVISED** Agreement/MOU #16-127 with County of Ventura/Ventura County Behavioral Health.

ADDITIONAL MATERIALS:

Attached: **REVISED** Agreement/MOU #16-127, County of Ventura/Ventura County Behavioral Health (8 Pages)
Certificate of Insurance (2 Pages)

REVISED
MEMORANDUM OF UNDERSTANDING #16-127
BETWEEN THE COUNTY OF VENTURA AND
THE OXNARD SCHOOL DISTRICT
FOR EDUCATION SUPPORT SERVICES

This Memorandum of Understanding (“MOU”) is made and entered into between the Oxnard School District (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”), collectively referred to as the “parties”.

Whereas, District desires to engage VCBH to provide services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH 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 MOU.

NOW THEREFORE, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at the following schools in the District: Elm Elementary, Harrington Elementary, Kamala Elementary, Lemonwood Elementary and McKinna Elementary (“Designated Schools”).
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOU is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venturer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. VCBH 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 VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOU creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH 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. VCBH will be responsible for payment of all VCBH 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 MOU.

3. NON-EXCLUSIVITY.

- a. During the term of this MOU VCBH may, independent of its relationship with the District, without breaching this MOU or any duty owed to the District render services for any other entity.
- b. During the term of this MOU the District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to the VCBH, contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** VCBH shall provide District with the Services described on the “Description of Services” attached hereto and incorporated herein by this reference. The parties shall mutually agree to a schedule for providing the Services. VCBH shall use its best efforts to complete all phases of the Services according to such timetable.

5. **TIME OF PERFORMANCE.** The term of this MOU shall commence on September 22, 2016, and terminate on June 30, 2017. However, this MOU may be extended by mutual written consent for two additional fiscal years, from July 1, 2017 through June 30, 2019, with all other terms of the MOU remaining the same.

6. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of the District to participate in this educational outreach program.

7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH shall not assign, sublet, or transfer this MOU or any rights or interest hereunder 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 VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH 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 MOU shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for the District, in its sole discretion, to terminate the MOU.

8. **TERMINATION OR AMENDMENT.** This MOU may be terminated or amended in writing at any time by mutual written consent of the parties, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. The parties to this MOU shall be excused from performance hereunder 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 MOU 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, and may be given by:

- a Personal delivery;
- b Overnight commercial courier;
- c Certified or registered prepaid U.S. mail, return receipt requested; or
- d Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

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 (3rd) 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 VCBH as follows:

Oxnard School District
District

Attn: Robin I. Freeman

1051 South A Street
Street

Oxnard, California 93030
City, State, Zip Code

Ventura County Behavioral Health
VCBH

Attn: Elaine Crandall

1911 Williams Drive, Suite 200
Street

Oxnard, California 93036
City, State, Zip Code

- 10. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional and workmanlike manner consistent with the highest industry standards.
- 11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or the District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
 - a A letter outlining the changes shall be forwarded to the District by VCBH with a statement of estimated changes in fee and/or time schedule.
 - b A written amendment to this MOU shall be prepared by the District and executed by the parties before any performance of Services or the District shall not be required to pay for the increased cost incurred for the changes in the Services.

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

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

VCBH and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOU, at VCBH's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, and materials or supplies necessary for completion of the Services.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

VCBH 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. **PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, student records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and the District shall ensure that all activities undertaken under this MOU conform to the requirements of these laws.

15. **INDEMNIFICATION.** VCBH agrees to defend, indemnify, and hold harmless District, its officers, directors, agents, and/or employees, from any and all third-party 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 VCBH or its officers, agents, employees, or volunteers whether or not such act or omission is authorized by this MOU. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of the District or its officers, agents, employees, volunteers and/or students.

District agrees to defend, indemnify, and hold harmless VCBH, its officers, agents, employees, or volunteers from any and all third-party 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 its officers, agents, employees, or volunteers whether or not such omission is authorized by this MOU. District assumes no responsibility whatsoever for any property placed on District premises by VCBH its agents, employees or intern(s). The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, agents, employees, or volunteers.

16. **INSURANCE.** VCBH and the District each recognize and accept that the other party is a public agency and is self-insured. Each party will maintain coverages commensurate with its activities under this MOU. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

VCBH will provide the District with a certificate of insurance, or a substantially equivalent document, showing evidence of its workers' compensation insurance coverage and general

liability insurance coverage.

The District will provide VCBH with a certificate of insurance, or a substantially equivalent document, showing evidence of the District's workers' compensation insurance coverage and general liability insurance coverage.

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

VCBH and all subcontractors are required to comply with Education Code section 45125.1, fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for the District under this MOU.

18. **GOVERNING LAW AND VENUE.** VCBH hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This MOU 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 MOU 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 MOU, the action shall be brought in state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law. VCBH 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. VCBH further agrees 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.

19. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOU only after collaborative efforts have been attempted beginning at the lowest possible level.

By September 22 of 2016, and for any extension of this MOU beyond 2017, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.

- No later than 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.
 - The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.
 - The costs for this process shall be shared equally between VCBH and District.
20. **NATURE OF AGREEMENT.** This MOU 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 hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOU 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 MOU may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
21. **BINDING EFFECT.** This MOU shall inure to the benefit and shall be binding upon all of the parties to this MOU, and their respective successors in interest or assigns.
22. **WAIVER.** No claim or right arising out of a breach of this MOU can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
23. **THIRD PARTY RIGHTS.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than District and VCBH.
24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
25. **PARAGRAPH HEADINGS.** The headings of the 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 MOU or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

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

OXNARD SCHOOL DISTRICT
District

COUNTY OF VENTURA
VCBH

By: _____
Signature

Signature

Lisa A. Franz
Name

Elaine Crandall
Name

Director, Purchasing
Title

VCBH Director
Title

Date

Date

EXHIBIT A
DESCRIPTION OF SERVICES
OXNARD SCHOOL DISTRICT AND VCBH

District will:

1. Provide a primary contact for each Designated School for direct communication with VCBH staff.
2. Establish monthly parent meetings at each Designated School.
3. Work collaboratively with VCBH staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified.
4. Provide access to staff development opportunities to educate faculty/staff/administration on mental health issues and VCBH.
5. Work in partnership with VCBH staff in community outreach and awareness activities.
6. Work in partnership with VCBH to serve children and families jointly through a shared model (“pyramid of interventions”) that incorporates the resources of each agency.
7. Provide information to VCBH staff regarding the treatment of students in line with the Family Educational Rights and Privacy ACT (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
8. Work with VCBH staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.

VCBH will:

1. Coordinate with OSD by identifying a primary contact between each Designated School and a VCBH staff member.
2. Provide and deliver a curriculum on mental health issues on a monthly basis at each Designated School at a regularly scheduled parent meeting.
3. Work collaboratively with OSD staff to reduce barriers to identification and treatment of mental illness and work with targeted support to individual communities within OSD where significant barriers to access are identified
4. Work in partnership with OSD staff in community outreach and awareness activities
5. Provide information to OSD staff regarding the treatment of students (in line with FERPA and HIPAA)
6. Work with OSD staff to establish target goals for measurement of success and to gather and analyze and to plan in response to it.
7. Provide educational information to the Designated Schools regarding screening, diagnosis and treatment of mental illness for students and families.
8. Work in partnership with the OSD counseling team to ensure continuity and coordination of services.

Key Activities & Timeline:

- September 2016 – The parties will meet to begin planning for the model “Pyramid of Interventions”.
- September 2016 – Monthly parent meetings will begin at the Designated Schools.
- October 2016 – The parties will meet to identify barriers to access of care and identify local communities for targeted support.
- October 2016 – The parties will plan a series of joint outreach activities at the Designated Schools.
- October 2016 – VCBH will attend a meeting of school counselors to discuss the elements of the partnership as outlined in this MOU.
- November 2016 to June 2017 – The parties will maintain ongoing communication regarding the plan and implementation of the elements with this MOU.

June 27, 2016

Elizabeth Atilano
Executive Director
Ventura County Schools Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012

RE: Defense and Indemnity Obligations Under Contract

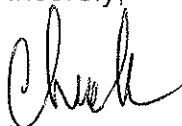
Dear Ms. Atilano:

This letter serves to advise that the County of Ventura maintains a self-insured retention (SIR) of liability coverage of \$1.0 million. County agencies and local school districts often partner to provide services, necessitating the two entities to enter into agreements wherein the entities are obligated to extend coverage, defend, and indemnify, for the acts and/or omissions of their agents.

This confirms that the County will honor its obligation under the SIR, as it would had there been an insurance policy in force under which the school district would be an additional insured. Where your districts would ordinarily look for an additional insured endorsement to document that obligation, this letter serves the purpose of that endorsement, since there is no policy upon which to endorse within the SIR.

Thank you for your assistance in mutually developing this understanding. Should you have any questions or concerns, I remain available.

Sincerely,



Chuck Pode
Senior Deputy Executive Officer/Risk Manager
Risk Management

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
07/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura B: C: D: E:

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Self-Insured	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000				
	MED EXP (Any one person) \$1,000,000				
	PERSONAL & ADV INJURY \$1,000,000				
	GENERAL AGGREGATE \$1,000,000				
	PRODUCTS - COMP/OP AGG \$1,000,000				
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority
 5189A Verdugo Way
 Camarillo, CA 93012-8653

CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA 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 OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 12/7/16

- Study Session: _____
 - Closed Session _____
 - A-1. Preliminary _____
 - A-II. Reports _____
 - B. Hearings _____
 - C. Consent Agenda _____
- Agreement Category:**
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - X Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
 - F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-160 – Blackboard Connect (Freeman/Mitchell)

Blackboard Community ENGAGEMENT is an expansion of the Blackboard Connect System, used in OSD for mass notifications to families via phone, text or e-mail. This suite of services will assist 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: Two Years: July 1, 2016 through June 30, 2018

FISCAL IMPACT:

Year 1: \$40,370.70 – Title 1

Year 2: \$71,660.80 – Title 1

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #16-160 with Blackboard Connect.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-160, Blackboard Connect (4 Pages)

Blackboard® Order Form

1111 19th Street NW, Washington, DC 20036
Phone: 1-800-424-9299 Fax: 866-891-8612

District/Entity ("CLIENT") Name: Oxnard Elementary School District 1051 S A ST OXNARD, CA 93030-7442 Student Enrollment: B (2,001 - 20,000) Bb Customer Account No: 316689	Client Accounts Payable Information Is a PO Number Required> (Y/N) <u>YES</u> PO Number: _____ Contact Name: <u>Nida Fierro</u> Contact Telephone Number: <u>(805)385-1501 x2471</u>
--	---

* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, if applicable as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control.

Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 20 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date: 11/01/2016**

Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. 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.

Incorporated Contract Documents

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:

Exhibit A – Fees

Exhibit B – Additional Notes Regarding Licensed Software and Services

EXHIBIT A

Fees

Product Code	Product Name	QTY	Product or Service Description	Prorated 11/01/2016- 06/30/2017	Year 1 07/01/2017- 06/30/2018
SCH-C2E	Blackboard Web Community Manager Essential	21 Sites	Annual Fees	\$ 0.00	\$ 22,890.00
PL-APT-SIS	Blackboard Mobile Communications App Integrated	17000 Students	Annual Fees	\$ 14,166.67	\$ 21,250.00
	<i>Allowance 8 months for K-12 Mobile contracted through 6/30/17</i>	<i>1</i>	<i>One-Time Fees</i>	<i>\$ -2,747.00</i>	
PL-P4T	Blackboard Teacher Messaging	17000 Students	Annual Fees	\$ 2,833.33	\$ 4,250.00
PL-NOTIF	Blackboard Mass Notifications	17000 Students	Annual Fees	\$ 15,513.87	\$ 23,270.80
	<i>Allowance 5 months for Connect 5 contracted through 3/31/17</i>	<i>1</i>	<i>One-Time Fees</i>	<i>\$ -9,696.17</i>	
PL-NOTIF-IMP	Implementation: Mass Notifications	1	One-Time Fees	\$ 1,500.00	
PL-APT-IMP	Implementation: Mobile Communications App Integrated	1	One-Time Fees	\$ 4,500.00	
SCH-CREATIVE	Creative: MyWay Premium Single Template	1	One-Time Fees	\$ 5,000.00	
SCH-SVC-TECH	Implementation: Web Community Manager Essential Secure LDAP	1 Project	One-Time Fees	\$ 0.00	
SCH-IMP	Activation: Web Community Manager Essential	21 Sites	One-Time Fees	\$ 2,100.00	
SCH-SVC-OS	Consulting: Web Community Manager Site Launch (Client Site: 3-day)	1	One-Time Fees	\$ 4,700.00	
SCH-SVC-TRAVEL	Training: Onsite Travel Expenses (1-3 days)	1	One-Time Fees	\$ 1,300.00	
SCH-TRAIN-OL	Web Community Manager Site Administrator Online Training	2	One-Time Fees	\$ 800.00	
SCH-TRAIN-OL	Web Community Manager Section Workspace Online Training	1 Session	One-Time Fees	\$ 400.00	
			Total	\$ 40,370.70	\$ 71,660.80

* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Agreement.

EXHIBIT B

Additional Notes Regarding Licensed Software and Services

Schoolwires Centricity2 Essential

Support Package	Premium
Hosted By	Schoolwires
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

Template Library

Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Blackboard

Bill Jones
Name of Authorized Blackboard Officer

Associate General Counsel
Title

Signature

Date

Oxnard Elementary School District

Robin Freeman
Name of Authorized Oxnard Elementary School District Representative

Asst. Supt., Educational Services
Title

Signature

Date

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Chris Prince

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
X Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-166 – Ardor Health Solutions (Vaca)

Ardor Health Solutions will provide temporary supplemental staffing to the Oxnard School District on an “as needed” basis for the 2016-2017 school year. Ardor Health Solutions will be responsible for payment of each of their service provider’s staff wages, insurance, including workers compensation, and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Ardor Health Solutions will be utilized to provide service providers as follows, but not limited to the below:

- Speech Language Pathologist
- Physical and/or Occupational Therapist
- SLPA, PTA and/or COTA
- School Nurse/Vocational Nurse/Licensed Practical Nurse
- Specialist in School Psychology
- Special Education Teacher
- Bilingual Therapy Services

FISCAL IMPACT:

Not to exceed the hourly rates per position (see attached Rate Sheet) – Special Education Funding

RECOMMENDATION:

It is the recommendation of Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #16-166 with Ardor Health Solutions.

ADDITIONAL MATERIALS:

- Attached:** Agreement #16-166, Ardor Health Solutions (10 Pages)
Statement of Acknowledgement (1 Page)
Candidate Confirmation (1 Page)
Agency Certification (2 Pages)
Certificate of Insurance (1 Page)



STAFFING AGREEMENT

This **Staffing Agreement** (“Agreement”) is effective as of the 8th day of November, **2016** (“Effective Date”) and is made by and between **All Source Recruiting Group, Inc.** a Florida Corporation, d/b/a Ardor Health Solutions (“**Ardor**”) located at 5830 Coral Ridge Drive, Suite 300, Coral Springs, FL 33076, and **Oxnard School District** (“**Client**”) A School District located at 1051 South A Street, Oxnard, CA 93030.

RECITALS

Ardor is engaged in the business of, recruiting, employing, and providing on a supplemental staffing basis; and recruiting and placing on a direct hire basis, physical therapists, physical therapy assistants, occupational therapists, certified occupational therapy assistants, speech language pathologists, specialist in school psychology and rehab managers (collectively, "Healthcare Professionals") to provide healthcare services for the Client (the “Ardor Services”);

Client operates medical facilities, health care or school systems that from time to time have the need for Healthcare Professionals on supplemental staffing basis for temporary assignments that range in length from 4 weeks to 42 weeks (each an “Assignment”) or on a direct hire basis for employment by the Client (“Direct Hire”). Assignments and Direct Hire employment are collectively referred to as, “Placements”; and Ardor is willing to provide the Ardor Services to the Client in accordance with the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual promises set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge, the parties hereto intending to be legally bound agree as follows:

1. **Services.** During the terms of this Agreement from time to time Client may request the assistance of Ardor to fill opening for Assignments or for Direct Hire positions. The Parties have agreed that all such openings will be filled in accordance with the fee schedule and Client requirements attached hereto and made a part hereof as Attachment A. Such Attachment A may be amended from time to time by Ardor upon 30 day’s prior written notice to Client. If Client continues to request and accept Placements from Ardor after the notice period, the new terms of the amended Attachment A shall apply to such Placements and shall be deemed attached hereto and made a part hereof and subject to the remaining terms and conditions of this Agreement.

2. **Ardor Obligations.** During the term of this Agreement Ardor shall:

A. At the request of Client, recruit qualified Healthcare Professional applicants (“Candidates”) to provide to Client for consideration for a Placement at the Client.

B. Provide the Client with such information as Ardor can reasonably obtain from each respective Candidate for submittal to the Client for its consideration of the Healthcare Professional for the Placement. Such information, depending on the nature of the Placement may include: Candidate’s resume, employment application, applicable skills checklists, references, and employment evaluations.

C. Once a Candidate has been selected by the Client for Direct Hire, Ardor will assist the Client in negotiating a salary, and provide Client with such other assistance as Client may reasonably request to facilitate the Candidate's start date as a Client employee.

D. Once a Candidate has been selected by the Client for an Assignment, a Candidate Confirmation Form ("Confirmation Form") in the form of Attachment B hereto will be prepared and once completed and signed by the Client, such form will be deemed attached hereto and made a part hereof as an Attachment B. Each Attachment B deemed attached hereto shall be subject to the terms and conditions of this Agreement.

E. Once there is a signed Confirmation Form for the Assignment Ardor will:

(1) Provide the Client with the following information regarding the Healthcare Professional assigned: a copy of the annual skills inventory, proof of satisfactory score on competency examination, copy of the annual in-services acknowledgment (i.e.: Fire & Safety, Age Related Care, Universal Precautions/OSHA standards, Blood Borne Pathogens training, Infection Control, Elder Abuse Reporting), a copy of the yearly physical examination including TB screening results within past year or Chest X-ray within 5 years, a copy of the Hepatitis B vaccination or waiver, Titer and/or Vaccination results, HIPAA Acknowledgement Form, OSHA Form, CPR Card, current professional license, criminal background check/statement as to non-exclusion from federal/state reimbursement programs, and the results of a ten (10) panel drug screen.

(2) Maintain professional liability insurance coverage for each Healthcare Professional while on Assignment in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate and provide Client with a current Certificate of Insurance that such coverage is in full force and effect.

(3) Serve as the employer of all Healthcare Professionals while on Assignment to the Client and assume direct responsibility for the payment of wages, federal and state income tax withholding, social security tax withholdings, unemployment insurance, workers' compensation, ensure that the Healthcare Professional is authorized to work in the United States, check references, and such other obligations imposed by federal, state and local law, and facilitate housing and utilities for each Healthcare Professional placed on Assignment.

(4) Provide benefits as required under the Affordable Care Act, as same may be amended or superseded, to eligible Healthcare Professionals.

(5) Provide Healthcare Professional with information regarding reporting of workers' compensation and other incidents, universal precautions for every patient receiving care, and training regarding signs, labels and color coding using to identify bio hazardous material.

F. Ardor will endeavor to provide Healthcare Professionals to Client for Assignments or on a Direct Hire basis each time the Client requests a Placement; however, nothing herein contained shall require Ardor to fill all Placement requests nor does anything contained herein prevent Ardor from providing the same or similar services to other clients in the same business as Client.

3. **Client Obligations.** Client shall during the Term of this Agreement:

A. Notify and keep Ardor current on any and all staffing needs and/or changes regarding particular Placement requirements. In the event that Client desires to reassign a Healthcare Professional on an Assignment to a unit or location to which the Healthcare Professional was not originally assigned, Client will advise Ardor prior to any

reassignment and ensure that such reassignment is made to a unit that is within the scope of the Healthcare Professional's clinical expertise, and to which the Healthcare Professional has been fully oriented.

B. With respect to Healthcare Professionals placed on an Assignment at Client, Client will:

(1) Accept Healthcare Professional after selection by Client for an Assignment as set forth in the applicable Confirmation Form.

(2) Validate the identity of all Healthcare Professionals referred hereunder prior to the commencement of that Healthcare Professional's first scheduled shift on an Assignment.

(3) Provide Healthcare Professionals with general and unit specific orientation as deemed appropriate by the Client for each Assignment, including any site-specific Occupational Safety and Health Administration training as required per OSHA policy and any facility specific orientation to safety and emergency response protocols including those related to blood borne pathogens. Orientation will be considered as contractual hours worked by the Healthcare Professional. Comply with all OSHA and other applicable federal, state and local safety and other laws, rules, and regulations including as they related to any Healthcare Professional while on Assignment to Client.

(4) Provide Healthcare Professional with specific information about Client's exposure control plan, work practices, and Client procedures to follow should an exposure to blood borne pathogens occur while at Client including information regarding where the Personal Protective Equipment used to protect against blood borne pathogens is located; and provide such equipment free of charge to the Healthcare Professional.

(5) Assume professional and administrative direction and control on a daily basis for all services rendered by Healthcare Professional and responsibility to the extent Healthcare Professional follows Client's directives.

(6) Work with Ardor to provide ongoing observation of job competence and periodic review of performance of the Healthcare Professional while on an Assignment to Client. Client acknowledges and agrees to conduct direct observation of the competency for Healthcare Professional while on Assignment to Client; and Client agrees to immediately notify Ardor of any and all deficiencies noted by Client during such observation.

(7) Make available any on-going educational programs and/or training which it offers or provides to its staff to any Healthcare Professional on Assignment at Client.

(8) Immediately notify Ardor and provide written documentation of any unsatisfactory performance, unexpected incidents, including errors, unexpected deaths, and other events, injuries (staff or patient), safety hazards, related to the care or services provided by any Healthcare Professional during his/her Assignment with Client.

(9) Make responsible an authorized representative of Client to approve and transmit Healthcare Professional's hours worked on the Assignment each week to Ardor in the agreed method and prior to the end of the appropriate reporting day. Client acknowledges that the hours transmitted are the basis for the payment by Ardor to the Healthcare Professional. Client will not request Healthcare Professional to work off the clock hours.

(10) Upon receipt of an invoice, Client shall promptly pay Ardor for all Ardor Services including the hours worked by the Healthcare Professional on Assignment at the Client during the time period of the invoice as indicated on the Client approved time record.

(11) Refrain from, except through Ardor, directly or indirectly, recruiting, hiring or otherwise employing or using any Healthcare Professional assigned to Client or whom the Client became acquainted with due to the introduction to him/her by Ardor or as a result of the information provided by Ardor about the Healthcare Professional.

(12) To the extent permitted by law exclude Healthcare Professionals from its benefit plans, policies, and practices, and not make any offer or promise relating to any Healthcare Professional's compensation, benefits, or employment status.

C. With respect to Healthcare Professionals referred to Client for Direct Hire:

(1) Client is responsible for all credentialing, orientation, and other employment requirements once the Candidate is selected by Client for an employment offer.

(2) Client will promptly remit payment for Direct Hire services rendered by Ardor.

4. **Term and Termination:**

A. The term of this Agreement shall be one (1) year, commencing on the Effective Date, and shall continue thereafter until June 30, 2017, unless terminated by either party in writing at least thirty (30) days prior to the expiration date or unless or until otherwise terminated as provided herein.

B. Either party may terminate this Agreement within thirty (30) days prior written notice to the other party.

C. Notwithstanding the foregoing, a party may immediately terminate or suspend performance under this Agreement in whole or in part, or any Assignment under this Agreement, at any time in the event of a material breach of this Agreement by the other party (including non-payment by the Client) or a violation of any federal, state, county or local law, statute or ordinance by the breaching party, its employees, agents, or subcontractors. If terminated, or suspended such action shall be effective immediately upon written notice by the breaching party given in accordance with this Agreement from the non-breaching party stating the nature of the breach or the violation and the action taken.

D. Except as otherwise specifically provided in this Agreement, neither party shall be entitled to any compensation or claim for goodwill or other loss, cost or expense, which either of them may suffer, or claim to have suffered, by reason of termination of this Agreement, an Assignment; or suspension of services regardless of the reason for such action.

E. Upon expiration, termination, or suspension of any Assignment or this Agreement for any reason by either party, Client shall immediately pay upon receipt of the invoice all monies due to Ardor for services rendered by Ardor and the Healthcare Professional and related approved expenses incurred through the effective date of expiration, termination, or suspension. Further, to the extent that Healthcare Professional(s) continue to work at the Client to complete an Assignment after termination, expiration or suspension of the Agreement, the Client shall be obligated to continue to make payment for all such work and expenses in accordance with the provisions of this Agreement.

F. Notwithstanding anything contained herein to the contrary, for thirteen (13) week Assignments, Client agrees to provide Ardor in writing at least thirty (30) days prior notice if it intends to terminate an Assignment at any time before its originally scheduled end date. If Client terminates an Assignment prior to the original completion date without providing at least thirty (30) days written notice, Client will pay for all unbilled and/or pre-paid services including, but not limited to, housing expenses, all insurances, travel reimbursements to the Healthcare Professional, license reimbursements to the Healthcare Professional, per-diem pay, car allowance and costs associated with car rentals for the employee, and all out of pocket expenses incurred by the Ardor or the Healthcare Professional including the fees that would have been due from the Client during the thirty (30) day period based upon eight hours (8) per day and a forty hour (40) work week. If the Client provides thirty (30) days prior written notice it will only be billed for the hours actually worked and no additional fees or charges will be charged.

G. Client, in its sole discretion, may terminate an Assignment immediately for "Cause" and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify Ardor in writing within twenty-four (24) business hours of any such dismissal. "Cause" is defined as any violation of Client policies, insubordination, incompetence, poor attendance, poor performance, failure of Healthcare Professional to maintain proper licensure or any violation of the drug abuse policy or any act of omission by the Healthcare Professional which has an adverse impact on the Client. Ardor will not reassign Healthcare Professional to Client without the Client's specific authorization. Notwithstanding the foregoing, prior to the termination, if it is not for patient care, theft or fraud, Client will provide Ardor the opportunity to counsel the Healthcare Professional and if within twenty-four hours (24) there is an improvement there will be no termination.

5. **Indemnification.**

A. Ardor agrees to indemnify, defend and hold harmless Client, its directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Client, which result or rise out of any claim by a third party for an act or omission by Ardor or any of its directors, officers, employees or agents in providing Services as set forth I under this Agreement. . Provided however, Client is not entitled to indemnification for its own acts or omissions or that of its agents, servants, or employees unless such act or omission was taken as a result of the direct instructions of Ardor.

B. Client agrees to indemnify, defend and hold harmless Ardor its current and former directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Ardor, which result or arise out of any claim, act or omission by Client or any of its directors, officers, employees, or agents including other vendors pertaining to services under this Agreement. Provided however, Ardor is not entitled to indemnification for its own acts or omissions or that of its agents, servants, or employees unless such act or omission was taken as a result of the direct or indirect instructions of the Client.

C. In connection with the above indemnification obligations the Client acknowledges that as between it and Ardor, Client is responsible for training, patient quality control and on-site supervision of Healthcare Professionals.

D. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, INCLUDING FOR INDEMNIFICATION FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED

AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE) EXCEPT FOR FEES RELATED TO THE TERMINATION OF AN ASSIGNMENT WITHOUT THE REQUIRED NOTICE.

E. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

6. **Fees**

A. Fees will be billed in accordance with the Confirmation Form applicable to the particular Assignment.

B. The School District will not be required to make payment for lunch, break time, sick time, or Holidays. Ardor Health Solutions agrees to follow the school calendar holidays days off, early student release days, Professional development days and emergency school closings. Overtime will be billed in accordance with applicable state and federal laws and Client will be billed the applicable legal premium rate. Holiday and call back rate to be billed at same rate as overtime. (Call back subject to a minimum of two (2) hours call back). Paid holidays are Labor Day, Memorial Day, July 4th, Christmas Day, Thanksgiving Day and New Year's Day. The total hours per week will be guaranteed in the individual's Candidate Confirmation.

C. Invoices are generated from weekly timesheets, signed and approved by Client supervisor, and mailed weekly with the Invoice. Client shall pay each invoice within thirty (30) days from date of the invoice. Client further agrees to pay a 1-1/2% per month (or if less, the maximum rate permitted by applicable law) service charge on any invoice balances over thirty (30) days old. In the event any invoice gets turned over to collection, whether or not litigation become necessary, Client shall be responsible for all invoices, service charges, collection and other fees, interest, court costs, reasonable attorneys' fees paid to any third party by Ardor for collection. In the event of breach by Client of the thirty (30) day payment terms Ardor reserves the right to remove the Healthcare Professional from the Assignment to the Client and Client will pay Ardor for the remaining unfilled term of the Assignment. The amount due will be based on the Assignments original end date multiplied by eight (8) hour work days' times the agreed hourly bill rate.

7. **Conversion and Non-Solicitation.**

A. Healthcare Professionals are unique and valuable assets of Ardor and Ardor expends significant time and money in recruiting, screening, testing, training, reference checking, marketing and other business activities to locate and maintain qualified Healthcare Professionals for assignment to its clients.

B. If a "Client Entity" directly or "Indirectly" uses the services of any Healthcare Professional as its direct employee, as an independent contractor, or through any person or firm other than Ardor during or within two (2) years after the end of any Assignment of that Healthcare Professional to Client, Client must notify Ardor and (1) continue the Healthcare Professional's Assignment until the Healthcare Professional has worked 2 full school year assignments of 80 fulltime weeks (3000 hours) for Client through Ardor; or (2) pay Ardor a fee for its loss of services of the Healthcare Professional ("Conversion Fee") of 20% of the Healthcare Professional's annualized base salary. If the Healthcare Professional becomes a direct employee of a Client Entity after completing 80 fulltime consecutive work weeks (3000 consecutive hours) as an Ardor employee on Assignment to Client no Conversion fee is due, the Conversion Fee applies separately to each Healthcare Professional placed

on Assignment to Client. A Healthcare Professional's hours are not transferable or combinable with other Healthcare Professionals.

C. For purposes of this Agreement, "Client Entity" includes the Client and its parent, subsidiaries, affiliates, successors and permitted assigns. "Indirectly" for purposes of this Agreement means acting through an intermediary or series of intermediaries such as the use of or contract with third parties (i.e. other staffing firms, affiliates, etc.) specially to accomplish a task which Client Entity is prohibited from doing directly.

D. (1) If Client Entity uses directly or Indirectly the services of a Candidate referred for an Assignment or Direct Hire (other than through Ardor) within two (2) years after the individual was referred or introduced to Client by Ardor, Client shall pay Ardor a placement fee of 20% of the Candidate's annualized base salary. Acceptance of referrals and/or use directly or indirectly by a Client Entity of Candidates referred by Ardor is considered Client's agreement to pay the fee to Ardor as provided above.

(2) Ardor guarantees all Direct Hire Candidates for a period of thirty (30) days from their start date with the Client. Should any Direct Hire Placement resign or be terminated for any reason other than a low census, corporate layoff, bankruptcy, downsizing or lack of work during the first thirty (30) days of employment by the Client, then a free search will be conducted by Ardor to replace that Candidate, or a pro-rated refund will be issued to the Client, at Client's option.

E. Fees due Ardor under this Paragraph are due and payable immediately on the date that a Client Entity directly or Indirectly uses the services of a Healthcare Professional or Candidate referred by Ardor other than through Ardor.

F. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

8. **Relationship.**

A. Ardor and Client are independent contractors with respect to each other and nothing contained in this Agreement shall be construed to create the relationship of partners, joint ventures, agents or representatives of each other and neither shall have any authority to bind the other in any contractual arrangement. Ardor's relationship to Client under this Agreement is that of an independent contractor.

B. The Healthcare Professionals are not employees or agents of Client. Client is solely responsible for meeting its goals for profits, costs, production, and scheduling. Healthcare Professionals have no authority to legally bind Ardor. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal and state withholding tax, workers' compensation, social security, unemployment insurance, and compliance with other federal, state and local laws. Notwithstanding the foregoing, the Client shall be responsible for compliance with state, federal and local Occupational Safety and Health requirements including OSHA as it relates to the Healthcare Professional and the Assignment. Client at its sole cost and expense ensure prompt remediation if required and hold Ardor harmless from any and all claims, penalties and assessments related to any violations.

C. Both parties agree to comply with all federal, state and local rules and regulations regarding employment and neither party shall discrimination in any fashion against any Healthcare Professional or Candidate on the basis of any protected characteristic or other violate any state, federal or local law, rule or regulation related to employment.

9. **Miscellaneous.**

A. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law principles thereof. For purposes of any dispute between them, Client and Ardor consent to the personal jurisdiction of the courts of the State of Florida and consent to venue in the state or federal courts located in Broward County, Florida. The parties each waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

B. **Survival.** Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

C. **Waiver.** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

D. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

E. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement.

F. **Modifications.** This Agreement, as well as the various Attachments made a part hereof, shall not be modified or altered in any respect, except in writing signed and agreed to by the parties hereto.

G. **Assignment/Successors.** The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and permitted assigns. Neither party may assign, transfer its interest herein, or delegate its duties hereunder, without the prior written consent of the other party. However, Ardor may assign its rights and delegate its duties hereunder without the consent of Client to any of its subsidiaries, affiliates or divisions, and any purchaser of all or substantially all of Ardor's assets or stock or any other successor to Ardor's business. Further, Ardor may without the written consent of the Client utilize the services of subcontractors to perform Assignments and/or provide all or some of the Services hereunder. Any assignment or delegation of duties in violation of this provision shall be null and void.

H. **Notices.** All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the other party if by hand, telephone facsimile to the other party with confirmation of successful transmission, to the other party by electronic mail to the address for the party on file with confirmation of delivery to that party's electronic mail, sent by United States Mail certified, return receipt or registered, postage prepaid, or by nationally recognized overnight mail service prepaid for overnight delivery, and addressed to the other party at the address set forth on the signature page of this Agreement (or such other address as shall be given in writing by one party to the other in conformity with the provisions of this Paragraph). All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be deemed so given on the earliest of (1) receipt; (2) attempted delivery if delivery is refused; (3) the close of business on the first business day after transmission by a nationally recognized overnight carrier, telephone facsimile or other electronic system (including electronic mail); (iv) or close of business on the second

business day after the date delivered to in the United States Mail if sent postage prepaid by registered or certified mail.

I. Force Majeure. Neither party will be responsible for failure or delay in performance of this Agreement (except for payment failures) if the failure or delay is due to labor disputes, strikes, fire, riot, war (declared or undeclared), terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

J. Construction and Recitals. The parties agree that this Agreement shall not be construed against the drafter of the document because they drafted the document, as they have done so merely for the convenience of the parties. The Recitals to this Agreement is incorporated herein by this reference.

K. Headings and Pronouns. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

L. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective permitted successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

M. Legal Action. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, if successful, the prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all other charges and expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

N. Change of Law Compliance. If any change of law, prohibits, restricts, limits or otherwise adversely affects either party's rights or obligations herein in a manner material to this Agreement or would result in foreseeable exposure to legal noncompliance or material financial adverse consequences, the parties agree, upon the written request for such negotiations, to make their best efforts to negotiate in good faith reasonable revisions to this Agreement to avoid or mitigation such consequences and results in any provisions of this Agreement. If the parties fail to agree to such revisions within thirty (30) days then either party may terminate this Agreement upon an additional fourteen (14) days' written notice to the other party and this Agreement will terminate on the same grounds as if it reached the end of its final term without additional liability to either party except for the services rendered prior to the termination and as otherwise provided herein.

O. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts when taken together shall constitute one amendment, binding on the parties. Facsimile copies of this Agreement, signed in counterparts, shall be considered for all purposes, including delivery, as originals, and shall also constitute one agreement, binding on all of the parties hereto.

P. Authority. The individuals whose signatures appear below represent and warrant that they are authorized representatives of the entities on whose behalf they entered into this Agreement and that they possess the full power and authority to enter into this Agreement and to bind the party they purport to represent.

Attachment A: Contract Assignment SCH. Rate Sheet

<u>Position</u>	<u>Hourly Rate</u>
Physical Therapist	\$70 - \$78
Physical Therapy Assistant	\$58 - \$63
Occupational Therapist	\$70 - \$78
Certified Occupational Therapy Assistant	\$58 - \$63
Speech Language Pathologist	\$70 - \$78
Speech Language Pathologist – Clinical Fellowship Year	\$58 - \$64
Speech Language Pathology Assistant	\$58 - \$63
Specialist in School Psychology	\$70 - \$78
School Nurse	\$70 - \$78
School Vocational Nurse/Licensed Practical Nurse	\$58 - \$63
Special Education Teachers	\$64 - \$72
Bilingual Therapy Services	\$72 - \$80

Travel Contract: Please be aware that all final rates will be agreed upon and will require authorized signature on the Candidate Confirmation sheet. The School District will not be required to make payment for sick time or holidays. The District will only be responsible for paying Ardor Health Solutions for the hours actually worked by our employee.

Conversion Clause: If a “Client Entity” directly or “Indirectly” uses the services of any Healthcare Professional as its direct employee, as an independent contractor, or through any person or firm other than Ardor during or within two (2) year after the end of any Assignment of that Healthcare Professional to Client, Client must notify Ardor and (1) continue the Healthcare Professional’s Assignment until the Healthcare Professional has worked 2 full school year assignment of 80 weeks (3000 hours) for Client through Ardor; or (2) pay Ardor a fee for its loss of services of the Healthcare Professional (“Conversion Fee”) of 20% of the Healthcare Professional’s annualized base salary. If the Healthcare Professional becomes a direct employee of a Client Entity after two full school years (3000 consecutive hours) as an Ardor employee on Assignment to Client no Conversion fee is due, the Conversion Fee applies separately to each Healthcare Professional placed on Assignment to Client.

Confidentiality: Please note that any and all documents shared between Ardor Health Solutions and your facility regarding business that takes place between the two, shall be deemed confidential and should not be shared with any Healthcare employee of Ardor Health Solutions. This does include the Ardor Agreement, Candidate Confirmation, Certificate of Insurance and anything else that may contain private information.

Payment Terms: Invoices are generated from weekly timesheets, signed and approved by Client supervisor, and mailed weekly with the Invoice. Client shall pay each invoice within thirty (30) days from date of the invoice.

Termination:

With Cause - Client, in its sole discretion, may terminate an Assignment immediately for “Cause” and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify Ardor in writing within twenty-four (24) business hours of any such dismissal.

Without Cause - Client agrees to provide Ardor in writing at least thirty (30) days prior notice if it intends to terminate an Assignment at any time before its originally scheduled end date.

****If candidate is floating between facilities or doing home health, facility will be billed mileage at the current IRS rate****

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

Oxnard School District (“Client”)

**All Source Recruiting, Inc. d/b/a
Ardor Health Solutions (“Ardor”)**

By: _____

By: _____

Its: Lisa A. Franz
Director, Purchasing

Its: _____

Date: _____

Date: _____



ARDOR Health Solutions

The Healthcare Staffing Source

5830 Coral Ridge Drive Suite 120 Coral Springs, FL 33076

Phone: 866-425-5768 / Fax: 888-308-1147

Statement of Acknowledgement

By signing this form, I acknowledge the candidates presented to my School District by Ardor Health Solutions can only be contacted with prior communication from an Ardor Health Solutions representative. Any desire for offering a position that results post interview would be under the guidelines of the signed facility agreement between Ardor Health Solutions and the School District I represent.

Healthcare Professionals are unique and valuable assets of Ardor Health. Ardor expends significant time and money in recruiting, screening, testing, training, reference checking, marketing and other business activities to locate and maintain qualified Healthcare Professionals for assignment to its clients. I acknowledge that the restrictions contained in this forms are necessary for the protection and good faith of Ardor Health Solutions candidates and I consider them to be reasonable for that purpose.

Oxnard School District

Full Name of School District

Signature of the School District

Dr. Cesar Morales

Name of Representative (please print)



ARDOR Health Solutions

The Healthcare Staffing Source

5830 Coral Ridge Drive Suite 120 Coral Springs, FL 33076

Phone: 866-425-5768 / Fax: 888-229-1124

www.ardorhealth.com

CANDIDATE CONFIRMATION

Date: 11/4/2016
Attention: Irene Gonzalez, Teri Gern, Roxana Mendoza
Phone: 805-385-1501
Email: igonzalez@oxnardsd.org, Tgern@oxnardsd.org, rmendoza@oxnardsd.org

Candidate: Ann McGruder

Facility: OXNARD ELEMENTARY SCHOOL DISTRICT
City, State: OXNARD, CA

Position: Special Education Teacher

Start Date: 12/12/2016
End Date: 6/18/2017

Off Dates: School Approved Calendar Days

Hourly Rate: \$67.00/hr
OT/Holiday Rate: OT: \$100.50/hr, HOL: n/a

Guaranteed 40 hours a week:

Initials

If candidate is floating between facilities or doing home health, facility will be billed mileage at the current IRS rate

30 days written notice required to terminate this agreement.

****Should candidate work more than eight (8) hours in a twenty-four (24) hour period, California overtime rate will be applied. Any hours worked in excess of eight (8) hours, up to and including the 12th hour in a twenty-four (24) hour period will be invoiced and paid at time and a half of the contracted rate. All hours worked in a twenty-four (24) hour period in excess of 12 hours, will be invoiced and paid at double the contracted rate. ****

Timesheets must be approved by Monday 5:00 PM EST each week in order to ensure the employee is paid for hours worked the week prior.

IN WITNESS HEREOF, the undersigned have duly executed the CONFIRMATION or have caused this CONFIRMATION to be duly executed on its/their behalf, as of the day and year set forth below. By executing the CONFIRMATION, the parties hereto accept all of the stipulations set forth herein and in the addenda, and agree to each and every provision therein.



Legally Authorized Signature

Dr. Cesar Morales --- 11/8/16

_____ **Print Name and Date**



NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION

Date: November 24, 2015
Site Administrator: Maria Aguayo
Nonpublic Agency: Ardor Health Solutions, Inc.
NPA ID: 2A-FL-004
Site Address: 5830 Coral Ridge Drive, Suite 120
City: Coral Springs FL 33076

Maximum Capacity: 76+

2016 CERTIFICATION STATUS:

Amended

CONDITIONAL

A conditional certification indicates that the provider has not met all the certification requirements. However, the provider can continue serving publically placed students throughout the term of the certification.

EFFECTIVE DATES:

January 01, 2016 *through* December 31, 2016

Authorized Sites to Serve:

LEAs NPA Sites NPS Site Virtual Services

Authorized to Provide the Following Related Services:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adaptive PE | <input type="checkbox"/> Low Incidence | <input type="checkbox"/> Recreational Services |
| <input type="checkbox"/> Audiological Services | <input checked="" type="checkbox"/> Language Speech Development and Remediation | |
| <input type="checkbox"/> Assistive Technology Services | <input type="checkbox"/> Music Therapy | <input type="checkbox"/> Specialized Driver Training Instruction |
| <input type="checkbox"/> Behavior Intervention Design Planning | <input type="checkbox"/> Nonmedical Care Room and Board | <input type="checkbox"/> Social Worker |
| <input type="checkbox"/> Behavior Intervention Implementation | <input type="checkbox"/> Orientation and Mobility Instruction | <input type="checkbox"/> Transcriber Services |
| <input type="checkbox"/> Counseling and Guidance | <input checked="" type="checkbox"/> Occupational Therapy | <input type="checkbox"/> Vision Services |
| <input type="checkbox"/> Early Education | <input type="checkbox"/> Parent Counseling and Training | <input type="checkbox"/> Vocational Education/Career Development |
| <input type="checkbox"/> Educational Interpreter | <input checked="" type="checkbox"/> Psychological Services | Other Services Authorized: |
| <input type="checkbox"/> Health and Nursing Services | <input checked="" type="checkbox"/> Physical Therapy | |

Nonmedical Care Room and Board Approved Sites:

Residential Provider

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code Section 56366.

THOMAS WILLIAMSON

Thomas Williamson
Interagency Nonpublic Schools and Agencies Unit
Special Education Division



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2016

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).

PRODUCER Risk Transfer Insurance Agency, LLC 707 East Washington Street Orlando, FL 32801	CONTACT NAME: Tami Bolling PHONE (A/C, No, Ext): 866-481-9363 E-MAIL ADDRESS: tbolling@risktransfer.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED All Source Recruiting Group, Inc. dba Ardor Health Solutions 5830 Coral Ridge Drive, Ste 300 Coral Springs, FL 33076	INSURER A: Commerce and Industry Insurance Company		19410
	INSURER B: ZURICH AMERICAN INSURANCE COMPANY		
	INSURER C: American Guarantee & Liability Insurance Company		
	INSURER D: American Zurich Ins Co		
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 6FT2X6FY **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abusive Acts: \$3M/\$3M <input checked="" type="checkbox"/> EBL \$1m/\$2m GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRA590831203	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
D	<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			PRA590831203	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UMB651314202	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC1613000 (AOS) WC1613001 (CA Only)	03/01/2016	03/01/2017	<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
B	Professional Liability/Medical Professional Liability Crime Employment Practices Liability			PRA590831203 PRA590831203 PRA590831203 PRA590831203	03/01/2016	03/01/2017	Prof Liab - Each Claim \$ 1,000,000 Prof Liab - Aggregate \$ 3,000,000 Employee Dishonesty \$ 100,000 EPLI - Each Claim \$ 1,000,000 EPLI - Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Stop Gap : \$1m/\$1m/\$1m - Policy #PRA590831203, term 3/1/16 to 3/1/17 (Ohio, Washington & Wyoming); Certificate holders are included as Additional Insured in addition to affording Waiver of Subrogation with respect to General Liability & Hired & Non-Owned Automobile; Primary & NonContributory applies with respect to General Liability & Hired & Non-Owned Auto; Waiver of Subrogation, Alternate Employer Endorsement also applies to certificate holder under Workers Compensation; all as required by written contract or agreement, subject to the terms, conditions and exclusions within the policy.

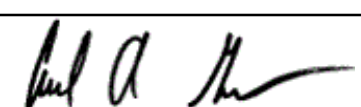
CERTIFICATE HOLDER

Ardor Health Solutions
5830 Coral Ridge Drive, Suite 300
Coral Springs, FL 33076

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



OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities
- D. Action Items**
F. Board Policies 1st Reading _____ **2nd Reading** _____

Ratification of Agreement #16-155 – CSDA Design Group (Cline/Fateh)

At the Board meeting of April 20, 2016, the Board of Trustees approved Agreement #15-220 with CSDA Design Group (CSDA) to provide architectural design services for the installation of (3) new portable buildings, additional parking, and replacement of the existing play structure at San Miguel School, in the amount of \$79,958.00. Agreement #15-220 expired on August 31, 2016 but services have not been completed.

Agreement #16-155 includes the balance of the previous agreement, the additional architect services for the additional project duration of 11 months, and the addition of a new on-site fire hydrant and fire sprinklers required by the local fire authority.

FISCAL IMPACT:

\$16,410.00 – Deferred Maintenance – One Time Funds

RECOMMENDATION:

It is the recommendation of the Director, Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees ratify Agreement #16-155 with CSDA Design Group.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-155, CSDA Design Group (13 Pages)
 Proposal (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-155

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of December, 2016 by and between the Oxnard School District (“District”) and CSDA Design Group (“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 **September 1, 2016 through December 31, 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 shall not exceed Sixteen Thousand Four Hundred Ten Hundred Dollars (\$16,410.00), 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: CSDA Design Group
4061 Glencoe Avenue, Suite B
Marina del Rey, CA 90292
Attention: Michael Schoen
Phone: (310) 821.9200
Fax: (310) 821.9201

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.** DAVID FATEH 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. 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:

CSDA DESIGN GROUP:

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 #16-155

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-155

SERVICES

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

PER ATTACHED PROPOSAL DATED 10/4/16 (**Amount of proposal represents balance due from previous agreement #15-220 which expired on 8/31/16 plus additional fee of \$3,100.00 required for on-site fire hydrant and fire sprinklers*)

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

PER ATTACHED PROPOSAL DATED 10/4/16

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #16-155

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-155

COMPENSATION

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

Total Compensation Not to Exceed \$16,410.00

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 \$16,410.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-155

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-155

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 #16-155

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 #16-155

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-155

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, **CSDA DESIGN GROUP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

October 4, 2016

Lisa Cline
 Director Superintendent
 Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

Subject: Proposal to Extend Contract for Architectural Services related to San Miguel School, 2400 South J Street, Oxnard, CA 93030

Dear Ms. Cline,

CSDA Design Group (CSDA) is pleased to submit our proposal to extend our current architectural contract for the San Miguel School Upper at 2400 South J Street, Oxnard, CA 93030.

SCOPE OF WORK

- **Extend CSDA’s architectural contract**
 - **Original contract duration dates: April 21, 2016 thru August 31, 2016**
 - **New contract duration dates: September 1, 2016 thru December 31, 2017**
- **Provide a construction cost estimate based off the District approved construction documents**

COMPENSATION

As compensation for professional architectural and engineering services for the scope of work as outlined above, CSDA proposes a lump sum fee of **\$16,410.00 (Sixteen Thousand Four Hundred Ten Dollars and Zero Cents)** per the below fee breakdown.

FEE BREAKDOWN

- Architectural: \$13,310 (11 months @ 11 hours each month @ average of \$110 per hour)
- Cost Estimate: \$3,100
- **Total: \$16,410**

FEE DATA

- Original contract amount: \$79,958.00
- Contract amount spent to date: \$56,615.38
- Contract percent spent to date: 70.8%
- Project percent complete to date: 50%

- Expected project completion date: August 2017

Additional services are being requested due to the following reasons:

- Additional project duration of 11 months
- Project switching to a permanent structure rather than a portable structure as contracted
- Project required to be submitted to CGS for review and approval due to the permanent nature of the structure
- Submittal to DSA as a full submittal and not an over the counter approval as contracted for a temporary structure
- Addition of a new on-site fire hydrant and fire sprinklers for the modular buildings due to conditions of approval by the local fire authority

CLOSING

Thank you for providing CSDA with the opportunity to continue our working relationship with the Oxnard School District and community. Please contact me at (310) 301-4772 if you have any questions or concerns regarding this proposal.

Sincerely,

CSDA DESIGN GROUP



Michael Schoen, AIA, LEED AP
Principal

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Informal Bid Award and Approval of Agreement #16-187 for Bid #16-INF-02, ESC Lobby Remodel Project with GRD Construction (Cline/Fateh)

Informal bids were solicited for Bid #16-INF-02, ESC Lobby Remodel Project, pursuant to Public Contract Code §22034, the informal bid procedure for projects under \$175,000.00. Two bids were received and opened at 2:00 p.m., Thursday, November 10, 2016. A summary of the bid is attached.

It is requested that the Board of Trustees approve the award of this informal bid to the low bidder, GRD Construction, in the amount of \$149,270.00. The project will be funded through General Fund, one time dollars.

FISCAL IMPACT:

\$149,270.00

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 #16-INF-02, ESC Lobby Remodel Project, in the total amount of \$149,270.00 and enter into Agreement #16-187 with the low bidder, GRD Construction, pursuant to Public Contract Code §22034.

ADDITIONAL MATERIALS:

Attached: Agreement #16-187, GRD Construction (2 Pages)
Bid Summary (1 Page)

SECTION 00310

AGREEMENT #16-187

THIS AGREEMENT is made this 7th day of December, 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 GRD Construction, hereinafter called the "Contractor", with a principal place of business located at 4840 Market Street, Suite B, 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 #16-INF-02
ESC Lobby Remodel

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 **THIRTY FIVE (35) CONSECUTIVE CALENDAR DAYS** beginning **Thursday, December 8, 2016** and ending **Wednesday, January 11, 2017**. 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 One Hundred Forty Nine Thousand Two Hundred Seventy Dollars and No Cents (\$149,270.00). 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

GRD CONSTRUCTION

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

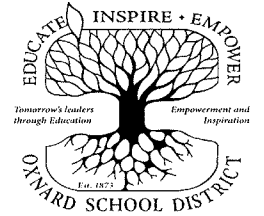
By: _____
Lisa Cline, Deputy Superintendent, Business &
Fiscal Services

By: _____
Name: _____
Title: _____
(Corporate Seal)

END OF SECTION

OXNARD SCHOOL DISTRICT

School/Dept: Educational Services Center
 Project Description: Lobby Remodel Project
 O.S.D. BID NO. 16-INF-02
 Date: Thursday, November 10, 2016 - 2:00pm



BIDDER	BASE BID	DEDUCTIVE ALT. #1	Sub List	Non Collusion	Bid Qual	Bid Bond	Job Walk Conf
David Atkin Const	173,000	900.00	✓	✓	✓	✓	✓
GEO Construction	149,270	2115.00	✓	✓	✓	✓	✓

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

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 #16-195 WITH COOPERATIVE STRATEGIES, LLC FOR CONSULTANT SERVICES FOR ANNUAL SCHOOL FACILITIES NEEDS ANALYSIS AND BI-ANNUAL LEVEL 1 JUSTIFICATION STUDY (Cline)

As defined in Government Code Section 660000, preparation of an annual School Facilities Needs Analysis (SFNA) is necessary in order for the District to adopt alternative fees for the mitigation of the impact of new residential construction. The SFNA justifies the Level II fees for all new residential construction.

Additionally, in even-numbered years the State Allocation Board adjusts the Level I fees that school districts can charge for commercial/industrial rates as well as residential additions. In order to determine the highest allowable Level I fee for our district, it is necessary to prepare a separate School Fee Justification Study.

Historically, the Oxnard School District has hired an outside consultant to prepare these studies since District staff does not possess the expertise necessary for the preparation of these public documents. The Dolinka Group, LLC has prepared the SFNA for our district since the 2010 calendar year. Agreement #16-195 with Cooperative Strategies, LLC (*formerly The Dolinka Group, LLC*) is a five-year agreement for the 2017 through 2021 calendar years. Entering into a multi-year agreement will enable the District to realize a savings on the costs for preparing the required documents.

FISCAL IMPACT

The cost for the annual SFNA preparation for calendar years 2017 through 2021 is \$7,200.00/year plus expenses for a five-year total of **\$36,000.00** plus expenses. The cost for the bi-annual Level 1 Justification Study is \$5,400.00/year plus expenses for the 2018 and 2020 calendar years for a total of **\$10,800** plus expenses.

Grand total for this five-year agreement is **\$46,800.00** plus expenses to be charged to the Developer Fee Fund.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve agreement #16-195 with Cooperative Strategies, LLC as outlined above.

ADDITIONAL MATERIAL

Attached: Agreement #16-195 (21 pages)



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 8th day of December, 2016 ("Effective Date"), by and between Oxnard School District at 1051 South A Street, Oxnard, CA 93030, hereinafter called "Client", and Cooperative Strategies, LLC at 8955 Research Drive, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I.

SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II.

OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and

other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

ARTICLE V. OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting

Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 5.3 Testimony. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI. TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1, 2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. “Confidential Information” means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party’s markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information, as evidenced by the receiving party’s written records. The Consultant Materials are Consultant’s Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party’s Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party’s Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party’s Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party’s Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party’s Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party’s Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII.
GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: lferchaw@coopstrategies.com; Client: _____), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS

OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

(Signatures to follow on the next page)

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

Oxnard School District

By: 

Larry Ferchaw
Partner

By: _____

Date: 10/5/2016

Date: _____

S:\Proposals\Working Documents\Demographics\SFNA & Fee Studies\SY1617\OxnardSD\OxnardSD_SFNA_FS_20160922.docx

EXHIBIT A

STATEMENT OF WORK

OXNARD SCHOOL DISTRICT SCHOOL FACILITIES NEEDS ANALYSIS AND SCHOOL FEE JUSTIFICATION STUDIES

Cooperative Strategies, LLC shall prepare: Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies") and a School Facilities Needs Analysis ("Analysis") for Oxnard School District ("School District"). The Studies will justify statutory school fees ("School Fees") for the School District and will also identify the full school facilities impacts to be mitigated by these types of development within the School District. The Analysis will calculate and justify alternative school facilities fees ("Alternative Fees") for the School District.

SCHOOL FACILITIES NEEDS ANALYSIS

ACTIVITY I. SATISFACTION OF STATUTORY REQUIREMENTS

Task 1 New Construction Eligibility

This task involves reviewing documentation (i.e., SAB Forms 50-01, 50-02, and 50-03) to ensure the School District has been determined to be eligible for new construction funding under the State Program.

Task 2 Multi-Track Year-Round Education

This task involves determining whether the School District has "substantial enrollment" on a multi-track year-round schedule pursuant to Senate Bill ("SB") 50.

Task 3 General Obligation Bond

This task involves determining if the School District has placed a general obligation bond measure on the ballot in the previous four (4) years which received at least 50 percent plus one (1) of the votes cast.

Task 4 Capital Outlay/Debt Obligation

This task involves determining if the School District has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the School District's local bonding capacity if it includes debt from a Mello-Roos Community Facilities District(s) ("CFDs") formed prior to November 4, 1998. If the debt includes CFDs formed after November 4, 1998, the School District would need to issue debt or incur obligations equivalent to 30 percent.

Task 5 **Relocatable Classroom Utilization**

This task involves determining if at least 20 percent of the School District's teaching stations are relocatable.

ACTIVITY II. ALTERNATIVE FEE CALCULATION

Task 6 **Excess Capacity Determination**

This task involves comparing existing capacity taken from Task 1 to CBEDS enrollment provided by the School District to determine if any excess seats exist at the different school levels. If excess seats do exist, they will be allocated to students projected to be generated from future residential units.

Task 7 **Student Generation Rates**

This task involves calculating student generation rates ("SGRs") by housing category pursuant to Government Code Section 65995.6 (b) (e.g., single family detached, single family attached, and multifamily) and school level for the School District. Cooperative Strategies shall calculate SGRs by comparing enrollment data of the School District to residential data of the County Assessor for residential units constructed in the previous five (5) years. If such information (i.e., information on units constructed over the previous five (5) years) is not available, Cooperative Strategies will utilize SGRs from a school district in the City or County pursuant to Government Code Section 65995.6(b).

Task 8 **Future Residential Development**

This task involves reviewing information provided by the School District and/or its consultants if available to estimate the number of units that could be constructed in the School District over the next five (5) years. Based on this information or information gathered independently, Cooperative Strategies will contact the planning agencies for the jurisdictions served by the School District to have them verify the number of residential units and estimated square footage to be constructed over the next five (5) years. These projected residential units will be assigned to one (1) of the housing categories identified under Task 7.

Task 9 **Student Enrollment Projections**

This task involves projecting the number of students to be generated by housing category and school level from future residential units within the School District. Enrollment projections will be based on SGRs determined in Task 7 and future residential units identified in Task 8.

Task 10 **School Facilities Needs**

This task involves determining the number and type of school facilities that need to be expanded and/or constructed to accommodate students generated from future residential units. Cooperative Strategies will account for any excess seats identified in Task 6 and the optimum school facilities capacity at each of the school levels to determine the school facilities needs of the School District.

Task 11 **School Facility Cost Impacts**

This task involves determining the total cost impacts involved in providing school facilities to students generated from future residential units. Total school facility cost impacts shall be calculated by multiplying the total number of students served by the per-pupil grant levels established in SB 50. In addition, site acquisition and site development costs per student at each school level shall be included.

Task 12 **Surplus Funding and Adjusted School Facility Cost Impact Determination**

This task involves identifying surplus funds of the School District which may be used to reduce the total school facility cost impacts calculated in Task 11. The identification shall include each of the following measures:

- a) Identification of surplus property owned by the School District that can be used as a school site or sold to help finance school facilities.
- b) Identification of ways in which future enrollment may be housed in existing facilities. These may include using excess capacity or adjusting attendance boundaries.
- c) Identification of other sources of local sources, including local funds, that may be applied toward school facility funding.

In the event that a potential impact reduction measure is identified, Cooperative Strategies shall determine the dollar amount of the reduction and calculate adjusted total school facility cost impacts.

Task 13 **Calculation of Alternative No. 2 Fee Per Square Foot**

This task involves calculating the Alternative No. 2 Fee per square foot that the School District is justified in charging future residential development. To calculate the Alternative No. 2 Fee, Cooperative Strategies shall divide the adjusted total school facility cost impacts determined in Task 12 by the projected amount of new residential construction ("Total Square Footage") anticipated to occur over the next (5) years. This impact per square foot will equal the total Alternative No. 2 Fee that the School District can charge under SB 50.

Task 14 **Calculation of Alternative No. 3 Fee Per Square Foot**

This task involves calculating the Alternative No. 3 Fee per square foot that the School District is justified in charging future residential development. To calculate the Alternative No. 3 Fee, Cooperative Strategies shall add the adjusted total school facility cost impacts determined in Task 10 to the gross school facility cost impacts calculated in Task 12. This sum will be divided by the Total Square Footage. This impact per square foot will equal the total Alternative No. 3 Fee that the School District can charge under SB 50.

ACTIVITY III. ANALYSIS PREPARATION AND GOVERNING BOARD APPROVAL COORDINATION

Task 15 **Analysis Preparation**

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the School Facilities Needs Analysis. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

ACTIVITY IV. ASSISTANCE IN ADOPTION OF ANALYSIS

Task 16 **Respond to Public Comments**

This task involves reviewing any written comments received from members of the development community related to the Analysis and assisting staff of the School Districts and legal counsel provide written responses to such comments.

Task 17 **Preparation and Attendance at Meetings**

This task involves working with staff of the School Districts and legal counsel to prepare for any meetings with members of the development community prior to or after the adoption of the Analysis. Cooperative Strategies, at the request of the School Districts, will participate in such meetings to provide data or explanation for the school facilities needs.

Task 18 **Attendance at Meetings of the Governing Board**

This task involves attending meetings where the public hearing and/or consideration of the Analysis occurs. Cooperative Strategies shall be prepared to present the Studies or answer any questions from member of the Governing Board or public related to the Analysis.

SCHOOL FEE JUSTIFICATION STUDIES

Residential Development School Fee Justification Studies

ACTIVITY I. BACKGROUND RESEARCH

Task 1 **Student Generation Factors**

This task involves calculating student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the School District to residential data provided from the County Office of the Assessor ("Assessor").

Task 2 **Existing School Facilities Capacity**

This task involves reviewing the school facilities capacity of the School District as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level. In the absence of SAB Form 50-02, Cooperative Strategies will work with the School District to calculate the school facilities capacity based on an inventory of classrooms being utilized by the School District and their corresponding student loading standards at each school level.

Task 3 **Future Residential Units**

This task involves reviewing general plans and specific plans of jurisdictions (e.g., city or county) served by the School District, as well as tentative and final tract maps in the School District and other data to estimate the number of future residential units by housing category that can be constructed within the School District.

ACTIVITY II. DETERMINE SCHOOL FACILITY NEEDS

Task 4 **Existing Capacity vs. Student Enrollment**

This task involves comparing existing enrollment to facilities capacity as determined in Task 2 to determine whether any surplus seats exist to house students generated from future residential units. Cooperative Strategies will compare the enrollment to the capacity by school level.

Task 5 **Student Enrollment Projections**

This task involves projecting the number of students to be generated by housing category and school level from future residential units within the School District. Enrollment projections will be based on SGFs calculated in Task 1 and future units identified in Task 3.

Task 6 **School Facility Needs**

This task involves determining the number and type of school facilities by school level that will need to be expanded by the School District based on the projected enrollment calculated in Task 5 and the capacity of existing school facilities analyzed in Task 4. Cooperative Strategies will determine the amount of facility expansion needed to adequately house all of the students at build-out.

ACTIVITY III. SCHOOL FACILITIES IMPACT PER HOUSING CATEGORY

Task 7 **School Facility Costs**

This task involves reviewing and analyzing documents of the School District to estimate the cost of constructing or expanding the school facilities identified in Task 6. If the School District cannot provide Cooperative Strategies with sufficient/adequate cost information regarding the construction or expansion of school facilities, Cooperative Strategies will estimate school facility expansion costs based on square footage and cost allowances established by the Office of Public School Construction.

Task 8 **School Facilities Impact Analysis for Residential Development**

This task involves estimating the full school facilities impacts per unit and square foot of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities I, II, and III. If full school facilities impacts per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.

ACTIVITY IV. STUDY PREPARATION

Task 9 **Study Preparation**

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the Residential Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

Commercial/Industrial Development School Fee Justification Studies

ACTIVITY V. SCHOOL FACILITIES IMPACT PER COMMERCIAL/INDUSTRIAL BUILDING

Task 10 Employer Research

This task involves determining the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the School District. Cooperative Strategies will determine employment generation rates and employee migration factors by reviewing prior Studies prepared for the School District or analyzing data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census.

Task 11 Commercial/Industrial Fee Analysis

This task involves estimating the amount of developer impacts per square foot of floor space for each commercial/industrial building identified in Task 1, based on prototypical land use units of 1,000 square feet of floor space each. This task includes the following subtasks:

11.1 Employment Impacts

This subtask involves estimating the on-site employment impact of a prototypical land use unit. Employment impacts will be determined by land use and industry type, based on employment generation factors identified in Task 1.

11.2 Household Impacts

This subtask involves estimating, for each commercial/industrial building, the number of new households that will (i) locate within the School District, and (ii) generate additional demand for school facilities, based on the Employment Impacts per commercial/industrial building unit from Subtask 2.1. This subtask consists of six (6) additional duties, all but one of which will be applied separately to each commercial/industrial building identified in Subtask 2.1.

- A. Estimate the current number of workers per household within the School District (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data.

- B. For each commercial/industrial building, project the number of new "total households" established by persons employed within the School District, wherever these households may reside, based on Subtasks 2.1 and 2.2.A. This is the total household impact.
- C. For each commercial/industrial building, estimate the propensity to migrate, i.e., the percentage of new total households identified in Subtask 2.2.B that will reside within the School District, based on employee residence information from the Census and other sources.
- D. For each commercial/industrial building, project the number of new "local households" that will locate within the School District as a direct result of commercial/industrial development within the School District, based on Subtasks 2.2.B and 2.2.C. This is the local household impact.
- E. Estimate the propensity to occupy new housing, i.e., the percentage of new local households identified in Subtask 2.2.D that will reside in new housing units or displace existing households that will move into new housing units. The total percentage of new local households falling into these categories will be derived from the current ratios of new to existing home sales in the general School District area, as indicated by the State Department of Finance, Dataquick, and other sources.
- F. For each commercial/industrial building, project the number of new "net local households" that will locate within the School District as a result of commercial/industrial development within the School District, based on Subtasks 2.2.D and 2.2.E. This is the net local household impact.

11.3 Student Generation Impacts by School Level

This subtask involves estimating student generation impacts by School Level for each commercial/industrial building. This subtask consists of two (2) additional duties:

- A. Estimate student enrollment increases for each commercial/industrial building, based on SGFs calculated in Task 1 of the Residential Study and the net local household impacts per commercial/industrial building unit from Subtask 2.2.F.
- B. Estimate additional student enrollment increases for each commercial/industrial building based on (i) employment-related interdistrict transfer rates and (ii) estimated student enrollment increases per commercial/industrial building from Subtask 2.3.A.

The sum of both student enrollment increases from Subtasks 2.3.A and 2.3.B is the student generation impact.

Task 12 **School Facilities Impact Analysis for Commercial/Industrial Development**

This task involves estimating the full school facilities impacts per 1,000 square feet of commercial/industrial floor space that must be mitigated by each commercial/industrial building. If the full school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building are less than the difference between the average Residential Impact per building square foot and the new Statutory School Fee, then the full impacts for that commercial/industrial building may be charged to the developer.

ACTIVITY VI. STUDY PREPARATION

Task 13 **Study Preparation**

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the Commercial/Industrial Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

Studies Adoption Assistance

ACTIVITY VII. ASSISTANCE IN ADOPTION OF STUDIES

Task 14 **Respond to Public Comments**

This task involves reviewing any written comments received from members of the development community related to the Studies and assisting staff of the School District and legal counsel provide written responses to such comments.

Task 15 **Preparation and Attendance at Meetings**

This task involves working with staff of the School District and legal counsel to prepare for any meetings with members of the development community prior to or after the adoption of the Studies. Cooperative Strategies, at the request of the School District, will participate in such meetings to provide data or explanation for the Fee Studies.

Task 16 **Attendance at Meetings of the Governing Board**

This task involves attending meetings where the public hearing and/or consideration of the Studies occurs. Cooperative Strategies shall be prepared to present the Studies or answer any questions from member of the Governing Board or public related to the Studies.

EXHIBIT B

FEE SCHEDULE

OXNARD SCHOOL DISTRICT SCHOOL FACILITIES NEEDS ANALYSIS AND SCHOOL FEE JUSTIFICATION STUDIES

The proposed budget for services performed by Cooperative Strategies, LLC for Oxnard School District ("Client" or "School District") under the Statement of Work shall be a flat fee (plus expenses) based on the option selected below by the School District. The first installment, representing 50 percent of the amount selected below, shall be payable to Cooperative Strategies upon commencement of work. The second installment, representing the remaining 50 percent shall be payable upon delivery of the completed Analysis and Studies.

_____ **Option 1:** Cooperative Strategies shall complete an Analysis in calendar year 2017
Initials **Analysis Fee:** \$8,000 (plus expenses)

_____ **Option 2:** Cooperative Strategies shall complete an Analysis annually in calendar
years 2017 through 2021 and Studies in calendar years 2018 and 2020.
Initials **Analysis Fee:** \$7,200 (plus expenses), per year
Studies Fee: \$5,400 (plus expenses), per year

In addition to fees for services, the School District shall reimburse Cooperative Strategies for out of pocket expenses identified in Section 3.2 of the Agreement for Consulting Services. Such expenses shall be added to the installments listed above with a final invoice for expenses being provided at the time the School District accepts the Studies.

Payments are due upon presentation of invoice. Cooperative Strategies may stop work if payments are not made within 45 days of presentation of invoice.

Limitations

It is assumed that the School District or its consultants will provide all required enrollment, school facility, and other data and materials identified in the Statement of Work. If Cooperative Strategies must assume primary responsibility for any responsibilities of the School District, such tasks may be defined as Additional Work if they cause the maximum budget amount to be exceeded. Additional Work may also include other tasks not described in the Statement of Work.

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X
- Agreement Category:**
_____ **Academic**
_____ **Enrichment**
_____ **Special Education**
_____ **Support Services**
_____ **Personnel**
_____ **Legal**
_____ **Facilities**
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

APPROVAL of WORK AUTHORIZATION LETTER #3 to EARTH SYSTEMS, SOUTHERN CALIFORNIA for GEOTECHNICAL TESTING & INSPECTION SERVICES for the ELM ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-122 with Earth Systems, Southern California, to perform Geotechnical Testing & Inspection services related to the design and construction of Projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #3 to Earth Systems, Southern California, to provide Geotechnical Inspection & Testing Services for the Elm Elementary School Reconstruction Project. The Geotechnical Inspection & Testing services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-122
Work Authorization Letter #3
Consultant: EARTH SYSTEMS, SOUTHERN CALIFORNIA
Date Issued: 12/07/2016
Fixed Fee Amount: One-Hundred Thirty-Thousand Dollars and No Cents [\$130,000.00]

The attached Work Authorization Letter describes the scope of services requested from EARTH SYSTEMS, SOUTHERN CALIFORNIA, and calls for the performance of Geotechnical Inspection & Testing services to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all grading,

trenching, foundation and paving construction activities, review of requests for information, change orders, and submittals. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

FISCAL IMPACT

The Geotechnical Inspection & Testing services will be completed for a lump sum fixed fee of: **One Hundred Thirty Thousand Dollars and No Cents [\$130,000.00]** to be paid out of Measure R funds.


RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #3 for Master Agreement #13-122 with EARTH SYSTEMS, SOUTHERN CALIFORNIA.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #3, Earth Systems, Southern California (1 Page)
- Proposal Dated 8/26/2016 (4 Pages)
- Master Agreement # 13-122, Earth Systems, Southern California (41 pages)

	WORK AUTHORIZATION LETTER			
	GENERAL INFORMATION			
	PROJECT #: 5 SITE NAME: Elm Elementary School Reconstruction MASTER AGREEMENT #: 13-122 WAL #: #3	DATE: 12/7/2016 DSA # 03-116407 OPSC # 72538-78 VENDOR ID:		
PURSUANT TO MASTER AGREEMENT BETWEEN:				
DISTRICT	CONSULTANT			
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone: Email:	Earth Systems, Southern California 1371-A Walter Street Ventura, CA 93003 (805) 642-6727 pboales@earthsystems.com		
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
Earth Systems will be performing geotechnical services when required by Division of the State Architect Inspection List, as requested from the Inspector of Record. Participation in Pre-Construction Conference, geotechnical observation and compaction testing during grading operations, laboratory testing of soil samples collected during grading activities, compaction testing of subsoils and compacted aggregate base materials in asphalt paving and concrete areas, laboratory testing for maximum density of sub grade and aggregate materials for structural recommendations for final design of paving sections, compaction testing of storm drain and utility trench soil backfill, laboratory testing of soil during grading operations for maximum density-optimum moisture content, geotechnical foundation observation and testing prior to placement of reinforcing steel. Written reports of foundation observation and testing will be provided under this Work Authorization Letter.				
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL (Proposal No.: VP-16-210A)				
START DATE: Approximately January 01,2017	COMPLETION DATE: Approximately June 30, 2018			
FIXED FEE AMOUNT: One Hundred Thirty Thousand Dollars and No Cents (\$130,000.00)				
<i>This fee amount is based upon Consultant's proposal dated <u>8/26/16</u> and subsequent negotiations mutually agreed to by all parties</i>				
<i>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.</i>				
<i>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.</i>				
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:				
DISTRICT	CONSULTANT			
OXNARD SCHOOL DISTRICT	CONSULTANT			
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)	
FOR DISTRICT USE ONLY				
PROJECT MANAGER:	PREPARED BY: Greg Grant			
P.O. #	P.O. AMOUNT:			
SOURCE OF FUNDS:	<input checked="" type="checkbox"/> MEASURE "R"	<input type="checkbox"/> DEF. MAINT.	<input type="checkbox"/> DEV. FEES	<input type="checkbox"/> OTHER _____
COST ID: 6280	Construction Tests			
(PM APPROVAL SIGNATURE)		(DATE)		



August 26, 2016

Proposal No.: VP-16-210A

Oxnard School District
c/o Greg Grant
Caldwell Flores and Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Elm Street Elementary School Reconstruction
450 Elm Street
Oxnard, California

Subject: Proposal to Provide Geotechnical Observation and Testing Services during Construction

Ref.:

1. SVA Architects, August 1, 2016, Approved Project Plans for Elm Street Elementary School.
2. DSA, August 1, 2016, DSA-103 Form, Listing of Structural Tests and Special Inspections -2013 CBC, DSA File No. 56-22, Application No. 03-116407.

Earth Systems Southern California (Earth Systems) is pleased to submit this proposal to provide geotechnical observation and testing services during the construction phase of Elm Street Elementary School. Although we have not been presented with a construction schedule, based on information provided in the referenced Project Plans, the Listing of Structural Tests and Special Inspections sheet, and our experience with projects of a similar nature, the following scope of work is anticipated:

Site Grading

Attendance will be provided by the Project Professional at the pre-job conference. When construction starts, geotechnical observations and compaction testing will be performed as necessary during the rough grading operations. Compaction testing will be performed in general accordance with ASTM D 6938. Project management (including site visits) and project review will be provided as deemed necessary by the Project Professional. The intent of such services is for the Project Professional to be kept aware of the status of the job so that questions pertaining to geotechnical details can be answered in a minimal amount of time, and so that "certification" can be issued soon after completion of the grading. A Final Grading Report will be issued as soon as possible after completion of the rough grading.

Laboratory Testing during Site Grading

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction. Expansion index tests will be run per ASTM D 4829 for each building after grading is completed.

Compaction Testing within Parking Lots and Hardscape Areas

Testing of compaction of subgrade soils and aggregate base materials in the parking lots and hardscape areas will be performed in general accordance with ASTM D 6938 on an intermittent basis. Test results for compaction tests taken in parking lot and hardscape areas will be presented in written reports. Fees for analysis and final structural paving section recommendations will be provided.

Laboratory Testing for Parking Lots and Hardscape Work

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils and aggregate base materials tested for compaction. Gradation tests will be performed on aggregate base samples in accordance with ASTM D 422. Resistance ("R") value tests will be run on parking lot subgrade soils in accordance with California Test Method 301. The R-value tests will be used to engineer final designs of the structural paving sections.

Compaction Testing in Utility and Storm Drain Trench Backfills

Compaction testing will be performed on an intermittent basis within trench backfills for storm drains and utilities, including electrical, water, gas, and sewer. Compaction testing will be conducted in general accordance with ASTM D 6938. This proposal does not include observations during placement of utilities, trench backfill compaction operations, or related operations. Compaction test results will be presented in written reports.

Laboratory Testing during Site Grading

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction within trench backfills. If necessary, sand equivalents and/or gradations will be performed.

Geotechnical Foundation Observations and Testing

Footing excavation observations will be performed prior to placement of reinforcing steel. Verification of footing and slab subgrade premoistening will be performed for each building. Written reports documenting results of inspections and tests will be provided under the fees set forth herein.

Pier Installation

An inspector will monitor pier installation for plumbness and to verify appropriate bearing materials have been encountered. The inspector will document and log the process.

Project Management, Engineering Review, and Consultation

Project management, engineering review, consultation, and preparation of reports will be provided by the Professional Staff of Earth Systems, including preparing and filing all required DSA-293 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule included with the Agreement for Consultant Services No. 13-122 with the Oxnard School District, except that on-site testing and inspection hourly rates will be increased by the amount that the Department of Industrial Relations has increased Prevailing Wage in the time period since the agreement was reached. Fees will be based on the number of hours of work provided toward the project, and the referenced fee schedule

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered not-to-exceed.

Geotechnical observation & compaction testing during rough grading, including laboratory testing:	\$74,000.00
Compaction testing in parking lots & hardscape areas, including laboratory testing:	\$7,000.00
Compaction testing in utility & storm drain trench backfills, including laboratory testing:	\$38,000.00
Geotechnical foundation observations & testing, including pier installation:	\$11,000.00
<u>Additional Services:</u>	<u>Per Fee Schedule</u>
Total Estimate	\$130,000.00

TERMS FOR SERVICES

Terms for Services are included within the Agreement for Consultant Services No. 13-122 that was authorized by the Oxnard School District on November 20, 2013.

August 26, 2016

-4-

Proposal No.: VP-16-210A

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Southern California**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS SOUTHERN CALIFORNIA

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist No. 1346/President

Client Signature and Title



Anthony P. Mazzei
Geotechnical Engineer No. 2823

Client Name (in print)

Date

Copies: 1 - Oxnard School District c/o CFW (via email)
 1 - Proposal File

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL 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.

PVB (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.

PVB (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.

PVB (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: Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attention: Paul Mooney
T: (805) 642-6727
Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

Patrick V. Boales
Signature

Patrick V. Boales, President
Typed Name/Title

November 1, 2013
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-122


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 #13-122

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<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>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
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
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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Professional Personnel (hourly)	
Staff Engineer/Geologist	\$110.00
Senior Engineer/Geologist	\$150.00
Laboratory Technician.....	\$75.00
 Technical Personnel (hourly) for Non-Prevailing Wage Services	
Technician (Off-Site or for Sample Pickup)	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only)	\$75.00
 Mileage Charges	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 Technical Personnel (hourly) for On-Site (Prevailing Wage) Services	
Soil Technician or Anchor Pull Tester	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector	\$85.00
 Mileage Charges	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 Other	
Certified Payroll	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related
- Project #13-122

LABORATORY SERVICES (Partial Listing of Available Tests)

SOIL

Moisture Content of Soils: ASTM D 2216	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold)	\$160.00
Full Curve (6" Mold)	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils	\$290.00
Soils with Additives	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates)	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217	\$110.00
Special Sample Preparation	\$75.00/hour

CONCRETE

Concrete Aggregate

Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202	\$95.00

Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206	\$75.00
Fine Aggregate: ASTM C 128: CTM 207	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212

\$75.00

Special Sample Preparation

\$75.00/hour

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Cylinders, Beams, and Cores

Compression Test of Cast Cylinders (all sizes): ASTM C 39	\$30.00*
Compression Test of Cored Samples: ASTM C 42	\$55.00*
Compression Test Gunitite Samples	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation	\$75.00/hour

*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

ASPHALT CONCRETE

Miscellaneous Tests

Bulk Specific Gravity of Compacted Specimens and Core Samples:

ASTM D 2726, ASTM D 1188; CTM 308	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens)	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A	\$135.00
Hazardous Waste Handling Charge	\$120.00
Moisture Content: CTM 370	\$47.00
Sieve Analysis:	
Washed: ASTM C 117, C 136; CTM 202	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202	\$75.00
Specific Gravity:	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217	\$110.00

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AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217	\$110.00

MASONRY

Concrete Block (Per Specimen)

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140	\$30.00
Shrinkage (set of 3 required): ASTM C 426	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140	\$35.00

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each	\$35.00
Compression, 2" Cubes (set of 3 required)	\$35.00
Special Sample Preparation	\$75.00/hour

Masonry Prisms

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
---	----------

Brick/Paving Units (Per Specimen)

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

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STEEL

Reinforcing Bar Tests

Tensile and Bend Tests, #2 through #9: ASTM A 615\$115.00
 Tensile and Bend Tests, #10 through #18: ASTM A 615 Per Quote
 Unit Weight of Coating (Galvanized).....\$105.00

Structural Steel

Tensile and Bend Test (sample preparation not included).....\$115.00
 Machining Charges, per sample..... Cost plus 20%
 Unit Weight of Galvanized Coating\$110.00

Pipe

Tensile Test (sample preparation not included).....\$57.00
 Flattening Test (sample preparation not included)\$40.00

High Strength Bolts

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set)\$250.00

**MISCELLANEOUS CHARGES
FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment\$75.00/day
 Torque Wrench\$50.00/day
 Skidmore Device.....\$75.00/day

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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 #13-122

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 #13-122

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: _____

By: _____

Lisa A. Franz
Director, Purchasing

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**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 Attached List

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: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP.

By: Paul E. Mooney, Vice President

Its: _____



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122
SCOPE OF SERVICES – 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.

Not Project Related

Project #13-122

- 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**

Not Project Related

Project #13-122

C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**

D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

Not Project Related

Project #13-122

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.

Not Project Related

Project #13-122

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)

Not Project Related

Project #13-122

- 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.

Not Project Related

Project #13-122

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

Not Project Related

Project #13-122

- 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 #13-122

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: **[INSERT PROJECT NAME]**

Consultant: Earth Systems Southern California ("Earth Systems")

Earth Systems has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, 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.

Earth Systems Southern California 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 #13-122

CONSULTANT:VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Taylor Middlestadt (tmiddlestadt@ctwinc.com)

PROJECT: **Project Name/Site**
 PROJECT #: **Project #**
 PROJECT TYPE: **New Const./Modernization**
 DATE: _____
 INVOICE #: _____
 PERIOD COVERED: _____
 PO #: _____

SUBCONTRACTOR: _____
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

VENDOR NAME

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEES	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related
 Project #13-122

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	INSURER A: Hartford Fire Ins. Co.	19682
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Lexington Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13		\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
RE: Master Agreement.
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

CERTIFICATE HOLDER Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Oxnard School District
Attn: Lisa Cline, Asst. Superintendent,
Business & Fiscal Services
1051 South A Street

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

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.

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: SCG, Inc., dba Earth Systems

Policy Number:57UUNUO0049

Policy Effective Dates: 04/01/13

Additional Insured:

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
 - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

- B. General Conditions - 5. Other Insurance
 - a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
 - c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X
- Agreement Category:**
_____ **Academic**
_____ **Enrichment**
_____ **Special Education**
_____ **Support Services**
_____ **Personnel**
_____ **Legal**
_____ **Facilities**
- D. Action Items** _____
F. Board Policies **1st Reading** _____ **2nd Reading** _____

APPROVAL of WORK AUTHORIZATION LETTER #4 to EARTH SYSTEMS, SOUTHERN CALIFORNIA for SPECIAL INSPECTION & TESTING SERVICES for the ELM ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-122 with Earth Systems, Southern California, to perform Special Inspection and Testing services related to the design and construction of Projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #4 to Earth Systems, Southern California, to provide Special Inspection & Testing Services for the Elm Elementary School Reconstruction Project. The Special Inspection & Testing services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement **#13-122**

Work Authorization Letter **#4**

Consultant: **EARTH SYSTEMS, SOUTHERN CALIFORNIA**

Date Issued: **12/07/2016**

Fixed Fee Amount: **One-Hundred Sixty-Two-Thousand Dollars and No Cents [\$162,000.00]**

The attached Work Authorization Letter describes the scope of services requested from EARTH SYSTEMS, SOUTHERN CALIFORNIA, and calls for the performance of Special Inspection & Testing services to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all construction activities, review of requests for information, change orders, and submittals. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

FISCAL IMPACT

Special Inspection & Testing services will be completed for a lump sum fixed fee of: **One Hundred Sixty-Two Thousand Dollars and No Cents [\$162,000.00]** to be paid out of Measure R funds.


RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #4 for Master Agreement #13-122 with EARTH SYSTEMS, SOUTHERN CALIFORNIA.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #4 Earth Systems, Southern California (1 Page)
- Proposal Dated 8/26/2016 (4 Pages)
- Master Agreement # 13-122, Earth Systems, Southern California (41 Pages)

	WORK AUTHORIZATION LETTER			
	GENERAL INFORMATION			
	PROJECT #: 5 SITE NAME: Elm Elementary School Reconstruction MASTER AGREEMENT #: 13-122 WAL #: #4	DATE: 12/7/2016 DSA # 03-116407 OPSC # 72538-78 VENDOR ID:		
PURSUANT TO MASTER AGREEMENT BETWEEN:				
DISTRICT	CONSULTANT			
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone: Email:	Earth Systems, Southern California 1371-A Walter Street Ventura, CA 93003 (805) 642-6727 pboales@earthsystems.com		
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
Earth Systems will be performing the following services when required by Division of the State Architect Inspection List, as requested from the Inspector of Record. Review of concrete and mortar mix designs, concrete batch plant inspections, concrete sampling from the project site, concrete strength testing, high strength bolt identification, high strength bolt sampling and installation inspection, high strength bolt testing, identifying and testing of reinforcing steel, laboratory testing of reinforcing steel, Inspection of Structural Composite Lumber (SCL) Fabrication, masonry inspection and CMU block identification, grout batch plant inspection, grout sampling at site, grout, mortar, CMU Core, and CMU prism strength testing, additional block and CMU testing, post-installed anchor testing, welding inspection at the site, welding inspection at the fabrication shop, and Engineering review and consultation.				
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL (Proposal No.: VP-16-210B)				
START DATE: Approximately January 01,2017	COMPLETION DATE: Approximately June 30, 2018			
FIXED FEE AMOUNT: One Hundred Sixty-Two Thousand Dollars and No Cents (\$162,000.00)				
<i>This fee amount is based upon Consultant's proposal dated <u>8/26/16</u> and subsequent negotiations mutually agreed to by all parties</i>				
<i>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.</i>				
<i>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.</i>				
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:				
DISTRICT	CONSULTANT			
OXNARD SCHOOL DISTRICT	CONSULTANT			
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)	
FOR DISTRICT USE ONLY				
PROJECT MANAGER:	PREPARED BY: Greg Grant			
P.O. #	P.O. AMOUNT:			
SOURCE OF FUNDS:	<input checked="" type="checkbox"/> MEASURE "R"	<input type="checkbox"/> DEF. MAINT.	<input type="checkbox"/> DEV. FEES	<input type="checkbox"/> OTHER _____
COST ID: 6280	Construction Tests			
(PM APPROVAL SIGNATURE)		(DATE)		



August 26, 2016

Proposal No.: VP-16-210B

Oxnard School District
c/o Greg Grant
Caldwell Flores and Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Elm Street Elementary School Reconstruction
450 Elm Street
Oxnard, California

Subject: Proposal to Provide Special Inspection and Materials Testing Services during Construction

Ref.:

1. SVA Architects, August 1, 2016, Approved Project Plans for Elm Street Elementary School.
2. DSA, August 1, 2016, DSA-103 Form, Listing of Structural Tests and Special Inspections -2013 CBC, DSA File No. 56-22, Application No. 03-116407.

Earth Systems Southern California (Earth Systems) is pleased to submit this proposal to provide materials testing and inspection services during the construction phase of Elm Street Elementary School. Although we have not been presented with a construction schedule, based on information provided in the referenced Project Plans, the Listing of Structural Tests and Special Inspections sheet, and our experience with projects of a similar nature, the following scope of work is anticipated:

Review of Concrete and Grout Mix Designs

An Engineer will review the submitted concrete and grout mix designs and check for conformance with project specifications. Summary letters will be issued.

Concrete Batch Plant Inspection

An Inspector will observe the concrete batching operation at the time concrete is mixed. We anticipate that the batching will be performed off-site, and will not require Prevailing Wage rates for our inspector.

Concrete Sampling at Site

A technician will perform slump and temperature tests and sample the concrete as it is placed. Cylinders will be transported to the lab after initial curing at the site.

Concrete Strength Testing

Concrete cylinders will be stored in a concrete curing room until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals.

High Strength Bolt Identification, Sampling, and Installation Inspection

High strength bolts will be identified at the site, and sampled for strength testing. Installation of high strength bolts will be inspected by a Special Inspector.

High Strength Bolt Testing

Samples of high strength bolts will be tested for strength characteristics. Written reports documenting the results will be provided.

Identifying and Sampling Reinforcing Steel

Reinforcing steel will be identified, and samples will be gathered and returned to the laboratory for testing, as required.

Laboratory Testing of Reinforcing Steel

Tensile and bend strength testing will be performed on samples of reinforcing steel.

Structural Composite Lumber (SCL) Fabrication Inspection

The assembly of SCL will be inspected at the glu-lam fabrication shop. It is assumed that the fabrication facility will be located in Oregon.

Masonry Inspection and CMU Block Identification

Identification of CMU block will be provided prior to delivery to the project site. A DSA-approved Special Inspector will observe the masonry work on a full time basis.

Grout Batch Plant Inspection

An Inspector will observe the batch plant operation at the time grout is mixed. We have assumed that these inspections will be performed off-site, and will thus not require Prevailing Wage rates.

Grout Sampling at Site

A DSA-approved Masonry Special Inspector will inspect grout placement and sample the grout at the site. Samples will be transported to the lab after initial curing at the site.

Grout, Mortar, CMU Core, and CMU Prism Strength Testing

Samples of grout, mortar, and CMU prisms will be stored in a curing room until compression tests are performed. Compression tests will be performed to test strength at the specified intervals. (Estimated fees for coring the CMU area also included.) Reports documenting the results will be provided.

Additional Block and CMU Laboratory Testing

In addition to compressive strength testing, we also anticipate performing absorption, initial moisture, unit weight, and shrinkage tests will be performed.

Post-Installed Anchor Testing

Pull testing of post-installed anchors will be performed by one of our technicians. (If required, an Inspector will also observe anchor installation.)

Welding Inspection at Site

An Inspector will observe the welding where required by the project plans.

Welding Inspection at Fabrication Shop

An Inspector will observe the welding at the fabrication shop.

Engineering Review and Consultation

Engineering review, consultation, and preparation of reports will be provided, including preparing and filing all required DSA-291 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule included with the Agreement for Consultant Services No. 13-122 with the Oxnard School District, except that on-site testing and inspection hourly rates will be increased by the amount that the Department of Industrial Relations has increased Prevailing Wage in the time period since the agreement was reached. Fees will be based on the number of hours of work provided toward the project, and the referenced fee schedule

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered not-to-exceed.

Concrete Batch Plant Inspection, On-site Sampling & Laboratory Testing:	\$40,000.00
Steel Identification & Testing (Including Anchor Pull Testing):	\$24,000.00
Masonry Inspection and Associated Laboratory Testing:	\$34,000.00
SCL Fabrication Inspection and Testing:	\$7,000.00
Shop & Field Welding Inspection:	\$47,000.00
High Strength Bolting Inspection and Testing:	\$10,000.00
<u>Additional Services:</u>	<u>Per Fee Schedule</u>
Total Estimate	\$162,000.00

TERMS FOR SERVICES

Terms for Services are included within the Agreement for Consultant Services No. 13-122 that was authorized by the Oxnard School District on November 20, 2013.

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Southern California**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS SOUTHERN CALIFORNIA

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist No. 1346/President

Client Signature and Title



Anthony P. Mazzei
Geotechnical Engineer No. 2823

Client Name (in print)

Date

Copies: 1 - Oxnard School District c/o CFW (via email)
 1 - Proposal File

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL 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.

PVB (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.

PVB (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.

PVB (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: Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attention: Paul Mooney
T: (805) 642-6727
Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

Patrick V. Boales
Signature

Patrick V. Boales, President
Typed Name/Title

November 1, 2013
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-122


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 #13-122

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<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>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
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 #13-122

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Professional Personnel (hourly)	
Staff Engineer/Geologist	\$110.00
Senior Engineer/Geologist	\$150.00
Laboratory Technician.....	\$75.00
 Technical Personnel (hourly) for Non-Prevailing Wage Services	
Technician (Off-Site or for Sample Pickup)	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only)	\$75.00
 Mileage Charges	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 Technical Personnel (hourly) for On-Site (Prevailing Wage) Services	
Soil Technician or Anchor Pull Tester	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector	\$85.00
 Mileage Charges	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 Other	
Certified Payroll	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related
- Project #13-122

LABORATORY SERVICES (Partial Listing of Available Tests)

SOIL

Moisture Content of Soils: ASTM D 2216	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold)	\$160.00
Full Curve (6" Mold)	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils	\$290.00
Soils with Additives	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates)	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217	\$110.00
Special Sample Preparation	\$75.00/hour

CONCRETE

Concrete Aggregate

Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202	\$95.00

Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206	\$75.00
Fine Aggregate: ASTM C 128: CTM 207	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212

\$75.00

Special Sample Preparation

\$75.00/hour

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Cylinders, Beams, and Cores

Compression Test of Cast Cylinders (all sizes): ASTM C 39	\$30.00*
Compression Test of Cored Samples: ASTM C 42	\$55.00*
Compression Test Gunitite Samples	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation	\$75.00/hour

*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

ASPHALT CONCRETE

Miscellaneous Tests

Bulk Specific Gravity of Compacted Specimens and Core Samples:

ASTM D 2726, ASTM D 1188; CTM 308	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens)	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A	\$135.00
Hazardous Waste Handling Charge	\$120.00
Moisture Content: CTM 370	\$47.00
Sieve Analysis:	
Washed: ASTM C 117, C 136; CTM 202	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202	\$75.00
Specific Gravity:	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217	\$110.00

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AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217	\$110.00

MASONRY

Concrete Block (Per Specimen)

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140	\$30.00
Shrinkage (set of 3 required): ASTM C 426	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140	\$35.00

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each	\$35.00
Compression, 2" Cubes (set of 3 required)	\$35.00
Special Sample Preparation	\$75.00/hour

Masonry Prisms

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
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Brick/Paving Units (Per Specimen)

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

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STEEL

Reinforcing Bar Tests

Tensile and Bend Tests, #2 through #9: ASTM A 615\$115.00
 Tensile and Bend Tests, #10 through #18: ASTM A 615 Per Quote
 Unit Weight of Coating (Galvanized).....\$105.00

Structural Steel

Tensile and Bend Test (sample preparation not included).....\$115.00
 Machining Charges, per sample..... Cost plus 20%
 Unit Weight of Galvanized Coating\$110.00

Pipe

Tensile Test (sample preparation not included).....\$57.00
 Flattening Test (sample preparation not included)\$40.00

High Strength Bolts

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set)\$250.00

**MISCELLANEOUS CHARGES
FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment\$75.00/day
 Torque Wrench\$50.00/day
 Skidmore Device.....\$75.00/day

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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 #13-122

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 #13-122

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: _____

By: _____

Lisa A. Franz
Director, Purchasing

Not Project Related

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**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 Attached List

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: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP.

By: Paul E. Mooney, Vice President

Its: _____



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

Not Project Related

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122
SCOPE OF SERVICES – 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)

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- 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.

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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

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: **[INSERT PROJECT NAME]**

Consultant: Earth Systems Southern California ("Earth Systems")

Earth Systems has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, 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.

Earth Systems Southern California 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 #13-122

CONSULTANT:VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 106
 Oxnard, CA 93035
 ATTN: Taylor Middlestadt (tmiddlestadt@ctwinc.com)

PROJECT: Project Name/Site
 PROJECT #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

VENDOR NAME

SUBCONTRACTOR:
 PREPARED BY:
 EMAIL:
 PHONE #:
 FAX #:

BASE CONTRACT BILLING FORM										
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING	
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!	
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!	
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!	

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related
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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Fire Ins. Co.	19682
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Lexington Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 RE: Master Agreement.
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording.
 Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

CERTIFICATE HOLDER Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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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

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

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.

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: SCG, Inc., dba Earth Systems

Policy Number:57UUNUO0049

Policy Effective Dates: 04/01/13

Additional Insured:

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

APPROVAL of WORK AUTHORIZATION LETTER #1 to KENCO CONSTRUCTION SERVICES for DSA INSPECTOR OF RECORD SERVICES for the ELM ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-128 with KENCO Construction Services, to perform inspector of record (“IOR”) services related to the design and construction of Projects identified in the District’s Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #1 to KENCO Construction Services to perform the inspector of record (“IOR”) services for the Elm Elementary School Reconstruction Project. The inspector of record (“IOR”) services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement **#13-128**

Work Authorization Letter **#1**

Consultant: **KENCO Construction Services**

Date Issued: **12/07/2016**

Fixed Fee Amount: **Two-Hundred Fifty-Seven Thousand Forty Dollars and No Cents**
[\$257,040.00]

The attached Work Authorization Letter describes the scope of services requested from KENCO Construction Services and calls for the performance of inspector of record

("IOR") services to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all construction activities, review of requests for information, change orders, and submittals. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

FISCAL IMPACT

The DSA Inspector of Record ("IOR") services will be completed for a lump sum fixed fee of: **Two Hundred Fifty-Seven Thousand Forty Dollars and No Cents [\$257,040.00]** to be paid out of Measure R funds.


RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #1 for Master Agreement #13-128 with KENCO Construction Services.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #1 KENCO Construction Services (1 Page)
- KENCO Construction Services Proposal Dated 9/21/2016 (2 Pages)
- Master Agreement #13-128, KENCO Construction Services (28 Pages)

	WORK AUTHORIZATION LETTER			
	GENERAL INFORMATION			
	PROJECT #: 5	DATE: 12/7/2016		
SITE NAME: Elm Elementary School Reconstruction	DSA # 03-116407			
MASTER AGREEMENT #: 13-128	OPSC # 72538-78			
WAL #: #1	VENDOR ID:			
PURSUANT TO MASTER AGREEMENT BETWEEN:				
DISTRICT		CONSULTANT		
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501		Firm Name: KENCO Construction Services Street: 1230 Doris Avenue City, State, Zip: Oxnard, CA 93030 Phone: (714) 981-2752 Email: kenhinge@kenco-inc.com		
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
On-Site full time DSA Inspector of Record Services for a duration of 378 working days, at 8 hours per day, 40 hours per week. IOR shall represent the Client under the guidance of the Architect of Record and Owner's designated representative. IOR shall complete all necessary DSA Reports, Logs and provide oversight and maintain Logs of the Special Inspecting and Testing activities as required by DSA. IOR will attend Owner-Architect-Contractor Meetings, performing all of the above services for the duration of the Project.				
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
START DATE: Approximately January 01, 2017		COMPLETION DATE: Approximately June 30, 2018		
FIXED FEE AMOUNT: Two Hundred Fifty-Seven Thousand Forty Dollars and No Cents (\$257,040.00)				
<i>This fee amount is based upon Consultant's proposal dated <u>9/21/16</u> and subsequent negotiations mutually agreed to by all parties</i>				
<i>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.</i>				
<i>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.</i>				
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:				
DISTRICT		CONSULTANT		
OXNARD SCHOOL DISTRICT		CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)	
FOR DISTRICT USE ONLY				
PROJECT MANAGER:		PREPARED BY: Greg Grant		
P.O. #		P.O. AMOUNT:		
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____				
COST ID: 6290 Construction Inspection				
(PM APPROVAL SIGNATURE)		(DATE)		
SPECIAL INSTRUCTIONS:				



DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

“Building Safer Schools”

Proposal for DSA Inspection.

Date: 09-21-16

Project Client: **Oxnard School District**
1055 South C Street
Oxnard, Ca. 93030
(805) 385-1514

Proposed Projects: **Elm Street Elementary School Reconstruction – Project 5.**
450 E. Elem Street. Oxnard, Ca. 93033

DSA App. Number: **#03-116407** **File: 56-22**

Scope of Work: One DSA Class 1 Inspector for the Replacement of the Elm Elementary Campus.
DSA Inspection for the demolition of existing school and new construction of the Kindergarten, Classroom, Admin/Media, and Multi-Purpose Buildings.
Site work included. All scope at one site.

Project Duration: 18 months. Estimated project start date: **January 01, 2017**
Estimated project completion date: **June 30, 2018**

Project Rate: **Class 1 Inspector @ \$85.00 per hour, not to exceed 40 hrs. per week.**
Estimated regular weekdays: **378 days** (3,024 hrs.)
Estimated cost for regular weekday DSA Inspection: **\$ 257,040.00**

Contingency: **Estimated Overtime Cost,**
Over Time is a rate of @ \$127.50 per hr.
All OT must be approved by the District or the CM prior to
OT inspections. **\$ 0.00**

Total Estimated Cost: (without contingency) \$ 257,040.00

Please be advised that all inspections are subject to contractor performance.
Therefore the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24.. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **January 01, 2017** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$85.00 per hour for each Class 1 inspector**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X _____

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 09-21-16

X _____

District Authorized Agent
Oxnard School District
Date:

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Kenco Construction Services, Inc.** (“Consultant”) with a business address at 177 S. Anacapa St., Ventura, CA 93001. 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

recel
10/31/13 (TM)

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: KENCO Construction Services, Inc.
177 S. Anacapa St.,
Ventura, CA 93001
Attention: Ken Hinge
T: (714) 981-2752
Email: kenhinge@kencoconstructionservices.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

KENCO CONSTRUCTION SERVICES INC.:

Kenneth Hinge
Signature

KENNETH HINGE - President
Typed Name/Title

10-30-13
Date

Tax Identification Number: #27-2782038

Not Project Related

Project #13-128

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-128


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 #13-128

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<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>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
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 #13-128

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-128

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

PROJECT DSA INSPECTION FEE SCHEDULE

Fee Structure:	Class 1 Inspection:	\$85.00 per hour.
	Class 2 Inspection:	\$75.00 per hour
	Class 3 Inspection:	\$65.00 per hour.

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

Not Project Related

Project #13-128

are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b. Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-128

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-128

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-128

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-128

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-128

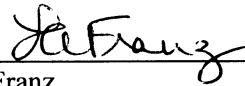
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-128

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-128**

**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

Not Project Related

Project #13-128

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: KENNETH HENGE

Title: President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-13

Proper Name of Contractor: KENNETH HENGE

Signature: Kenneth Henge

By: _____

Its: _____

Not Project Related

Project #13-128

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-128**

SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)

The Project Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

1. Certifications:

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors’ Certificate issued by the Division of the State Architect.

2. Pre-Construction services required:

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

3. Construction Phase Services Required:

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

4. Post-Construction Services Required:

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

Not Project Related

Project #13-128

5. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

6. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

7. Accuracy Standards

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

- Not Project Related
- Project #13-128

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-128
INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: **Kenco Construction Services, Inc. ("Kenco")**

Kenco 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 Kenco, 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.

Kenco Construction Services, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
- Project #13-128

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave. Suite 106
Oxnard, CA 93036
ATTN: Taylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: _____
PROJECT #: _____
PROJECT TYPE: **New Const./Modernization**
DATE: _____
INVOICE #: _____
PERIOD COVERED: _____
PO #: _____

SUBCONTRACTOR: _____
PREPARED BY: _____
EMAIL: _____
PHONE #: _____
FAX #: _____

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
				SUBTOTALS		#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related
 Project #13-128

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row = at left, press CTRL+C to copy row, right click grey row = immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT:** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values: % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadt@cfvnc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



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).

PRODUCER AMEEN INSURANCE SERVICE 1870 N HACIENDA BLVD SUITE 103 LA PUENTE CA 91744		CONTACT NAME: PHONE (AC No. Ext): 626-917-3656 FAX (AC No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London Insurance Co. NAIC # 12521 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Kenneth Hinge Kenco construction services inc. 177 s Anacapa street. Ventura CA 93001-3525			

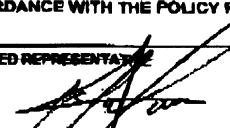
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			10-30-2013	04-30-2014	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		MI30799	4/25/2013	4/25/2014	\$5,000 EACH CLAIM

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

CERTIFICATE HOLDER **CANCELLATION**

Oxnard School District 1055 So. C ST. Oxnard CA 92856	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 
--	---

ACORD 25 (2010/05)

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(805) 483-2100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09-05-2013

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).

PRODUCER AMEEN INSURANCE SERVICE 1870 N HACIENDA BLVD SUITE 103 LA PUENTE CA 91744	CONTACT NAME: PHONE (A/C No./Ext): 626-917-3656 FAX (A/C No.):	
	INSURER(S) AFFORDING COVERAGE	
INSURED Kenco Construction Services 177 Anacapa St Ventura CA 93001-3525	INSURER A: Essex Ins Co.	NAIC # 40029
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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


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


INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. (INSR / WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		3CQ1254	08-10-2013	08-10-2018	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OMI-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Oxnard School District	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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 CALIFORNIA AUTOMOBILE INSURANCE CARD Safeway Insurance Company NAIC 12521 P.O. BOX 5004, Monrovia, CA 91017 (800) 807-2339	
POLICY NUMBER 1108520-CA-PP-002 POLICY TERM 08/15/2013 12:01 AM TO 08/15/2014 12:01 AM Std VEHICLE 2007 FORD F-150 SUPERCREW 1FTRW12507FB38214 AMEEN INSURANCE SERVICE (626)917-3656	
Additional drivers ANNE HINGE	
<p><i>In Case of Accident: (1) Remove your self and others from harm. (2) If persons are injured, call for an ambulance. (3) Notify the police. (4) Do not admit responsibility. Investigation may show otherwise. (5) Obtain names, addresses, telephone numbers, driver license numbers and license plate numbers of all persons involved, including witnesses. (6) Note any damages to other vehicles. (7) Report your claim promptly to Safeway by calling (888) 283-5129.</i></p>	
KENNETH HINGE 177 ANACAPA ST VENTURA, CA 93001 <small>This card is only valid as long as premium has been paid and policy remains in force. This card must be carried in your vehicle and presented upon demand. The coverage provided by this policy meets the minimum liability limits prescribed by law.</small>	

 CALIFORNIA AUTOMOBILE INSURANCE CARD Safeway Insurance Company NAIC 12521 P.O. BOX 5004, Monrovia, CA 91017 (800) 807-2339	
POLICY NUMBER 1108520-CA-PP-002 POLICY TERM 08/15/2013 12:01 AM TO 08/15/2014 12:01 AM Std VEHICLE 2007 FORD F-150 SUPERCREW 1FTRW12507FB38214 AMEEN INSURANCE SERVICE (626)917-3656	
Additional drivers ANNE HINGE	
<p><i>In Case of Accident: (1) Remove your self and others from harm. (2) If persons are injured, call for an ambulance. (3) Notify the police. (4) Do not admit responsibility. Investigation may show otherwise. (5) Obtain names, addresses, telephone numbers, driver license numbers and license plate numbers of all persons involved, including witnesses. (6) Note any damages to other vehicles. (7) Report your claim promptly to Safeway by calling (888) 283-5129.</i></p>	
KENNETH HINGE 177 ANACAPA ST VENTURA, CA 93001 <small>This card is only valid as long as premium has been paid and policy remains in force. This card must be carried in your vehicle and presented upon demand. The coverage provided by this policy meets the minimum liability limits prescribed by law.</small>	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X
- Agreement Category:**
_____ **Academic**
_____ **Enrichment**
_____ **Special Education**
_____ **Support Services**
_____ **Personnel**
_____ **Legal**
_____ **Facilities**
- D. Action Items** _____
F. Board Policies **1st Reading** _____ **2nd Reading** _____

Ratification of Work Authorization Letter (WAL) #006 for Tetra Tech Inc. to perform Professional Toxic Screening Services for the Lemonwood K-8 Reconstruction Project (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional services, the Board of Trustees approved a Master Agreement # 13-132 with Tetra Tech Inc. to perform California Environmental Quality Act (CEQA) compliance services related to the design and construction of projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional services of this nature.

On approximately June 15, 2016 Swinerton Builders identified a source for the crushed miscellaneous base rock that was to be placed beneath the foundation of classroom building No. 1 for soil stabilization. The Vendor did not have certification that the proposed material was free from toxic substances as required by the Department of Toxic Substances Control ("DTSC"). To minimize a delay to the Project schedule, Tetra Tech Inc. was contacted to perform the necessary testing of the crushed miscellaneous base rock to assure compliance with DTSC guidelines. Costs associated with the subject testing will be charged to Swinerton Builders. Test results from thirteen (13) random samples of the crushed miscellaneous base material were negative and determined to be free from the presence of any toxins.

The District, in consultation with CFW, recommended issuing Work Authorization Letter (WAL) #006 to Tetra Tech Inc. to perform toxic substance evaluation testing of crushed miscellaneous base rock proposed for use as a part of the foundation construction for the classroom building at the Lemonwood K-8 Reconstruction Project.

The Work Authorization Letter was issued pursuant to and consists of:

Master Agreement **#13-132**

WAL **#006**

Consultant: **Tetra Tech Inc.**

Date Issued: **7/20/2016**

Fixed Fee Amount: **\$14,400.00**

The attached WAL describes the scope of services requested from Tetra Tech Inc. Tetra Tech Inc.'s proposal for the services is also attached for the Board's reference. The WAL calls for the testing of crushed miscellaneous base rock proposed for the Lemonwood Reconstruction Project to determine the crushed rock is in compliance with environmental regulations.

FISCAL IMPACT:

The toxic substance testing service was completed for a lump sum fixed fee of:

Fourteen Thousand Four Hundred Dollars [\$14,400.00].

The cost of these services is being charged to Swinerton Builders in their entirety.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #006 for performance of toxic substance testing of imported crushed miscellaneous base rock per Master Agreement #13-132 with Tetra Tech Inc.

ADDITIONAL MATERIAL(S):

- WAL #006, Tetra Tech Inc. (1 Page)
- Proposal from Tetra Tech (7 Pages)
- Master Agreement #13-132, Tetra Tech Inc. (32 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: Reconstruction	DATE: 20-Jun-16
SITE NAME: Lemonwood K-8 Reconstruction	DSA # 03-116026
MASTER AGREEMENT #: 13-132	OPSC # N/A
WAL #: 006	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: TetraTech, Inc. Street: 5383 Hollister Ave., Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: (805) 681-3100

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

To perform testing on random samples of 5,000 Cubic Yards of Crushed Miscellaneous Base Rock for the presence of toxic materials, proposed by Swinerton Builders for use as a part of the foundation for Building 1 of the Lemonwood E.S. Reconstruction Project.

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 20-Jun-16	COMPLETION DATE: 23-Jun-16
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FIXED FEE AMOUNT: Fourteen Thousand Four Hundred Dollars and No Cents (\$14,400.00)

This fee amount is based upon Consultant's proposal dated 20-Jul-16 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Greg Grant PREPARED BY: Greg Grant
 P.O. # P.O. AMOUNT:
 SOURCE OF FUNDS: MEASURE "R" DEF. MAINT. DEV. FEES OTHER _____
 COST ID: 6160

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:



July 20, 2016

M-2287

Transmitted Electronically (ggrant@cfwinc.com)

Mr. Greg Grant
Senior Program Executive
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

Subject: Proposal to Evaluate the Suitability for Crushed Miscellaneous Base from Statewide Ready Mix in Oxnard, California for Use in Geogrid Reinforced Layers at the Lemonwood Elementary School, Oxnard, California

Dear Mr. Grant:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to Caldwell Flores Winters, Inc. (CFW), to evaluate the suitability for crushed miscellaneous base (CMB) from Statewide Ready Mix in Oxnard, California (hereinafter referred to as the Site) for use in geogrid reinforced layers at the Oxnard School District's (OSD's) Lemonwood Elementary School campus in Oxnard, California.

The scope of services in this proposal have specifically been developed to assist CFW and the OSD in evaluating a potential source of approximately 5,000 cubic yards (CY) of imported CMB fill for use in a geogrid reinforced layer beneath a new building at the Lemonwood Elementary School (ES). The CMB is being evaluated in accordance with the California Department of Toxic Substances Control (DTSC) guidance in *Information Advisory Clean Imported Fill Material* (DTSC 2001) to determine if it is suitable for use at the Lemonwood ES. State Ready Mix is located at 3127 West Los Angeles Avenue, Oxnard, CA 93030, in an area surrounded by row crop cultivation.

Tetra Tech has extensive experience performing environmental assessments for school sites under DTSC oversight since the creation of the DTSC Schools Division over 18 years ago. Our Schools Services Program group headquartered in Santa Barbara specializes in school site assessments and cleanups and has worked with numerous school districts throughout California. We have worked with all three DTSC Schools Division branch offices, including the Cypress office that is overseeing this RSD school development project. We have excellent working relationships with Mr. Shahir Haddad, the Cypress Schools Unit Chief.

SCOPE OF WORK

CFW authorized Tetra Tech to perform the services described in the Scope of Work in an email from Mr. Greg Grant (CFW) to Mr. Randy Westhaus (Tetra Tech) dated June 15, 2016 and the work was performed between June 20 and July 5, 2016.

For imported fill sites where 5,000 CY of soil or more are used, DTSC protocol recommends that 12 soil samples be collected for the first 5,000 CY of soil and one sample be collected for each additional 1,000 CY of soil. CFW proposes importing approximately 5,000 CY of CMB fill material to meet plan requirements for the Lemonwood ES site (CTI South 2016 a; 2016 b). Following DTSC protocols, this would require a total of 12 soil samples and one quality control sample be collected and analyzed.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130| Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com

TASK 1: CMB STOCKPILE CHARACTERIZATION

Site Health and Safety

A Site Specific Health and Safety Plan (SSHSP) was prepared for this project. The SSHSP is required by law to perform work at sites where workers may be exposed to hazardous waste and/or materials. Tetra Tech prepared SSHSP in accordance with Code of Federal Regulations (CFR) Section 1910.120, California Administrative Code (CAC), Title 8, and the Tetra Tech Corporate *Health and Safety Manual* (Tetra Tech 2011).

Characterization Sample Collection

Tetra Tech travelled to the Site on June 20, 2016 and met with Mr. Mike Bradley, the Site Manager, who described the process for manufacture of the CMB material proposed for use at the Lemonwood ES site. Mr. Bradley reported that his company produces two types of CMB. Clean concrete CMB is manufactured by crushing concrete building debris consisting of Portland cement concrete that contains no asphalt or painted coatings. Mixed CMB, which is a mixture of Portland cement concrete and other asphaltic pavement debris is crushed and stockpiled separately. In accordance with the guidance provided by CTI South (CTI South 2016 a; 2016 b), characterization samples were collected from the clean concrete CMB stockpile. The clean concrete CMB is the product intended for use in the geogrid reinforced layers proposed for construction at the Lemonwood ES site. The CMB stockpile characterization soil samples were collected by directly filling pre-cleaned 8-ounce glass jars from the clean concrete CMB stockpile or from buckets of CMB excavated from the stockpile by an articulated loader.

Characterization Sample Analysis

The soil characterization analysis was performed on a 24-hour turn-around time (TAT) as requested by CFW. Stockpile characterization samples ST1 through ST13 were analyzed for Title 22 (heavy) metals by U. S. Environmental Protection Agency (EPA) methods 6010B and 7471A, organochlorine pesticides (OCPs) by EPA method 8081A, volatile organic compounds (VOCs) by EPA method 8260B, semivolatile organic compounds (SVOCs) by EPA method 8270C, total petroleum hydrocarbons (TPH) by EPA method 8015M, polychlorinated biphenyls (PCBs) by EPA method 8082, asbestos by OSHA Method ID-191, and for pH by SW9045C. Sample ST13 was submitted as a replicate sample for ST12 and was collected from the same loader bucket. Stockpile samples were logged onto a Chain of Custody form and were picked up from the Site by a laboratory courier for same-day analysis by American Environmental Testing Laboratories (AETL), located in Burbank, California.

TASK 2: LETTER REPORT.

Following receipt of the characterization soil sample laboratory results, Tetra Tech prepared a letter report documenting the methods and results of the imported fill source soil evaluation. The report contained tables summarizing the soil sample analysis results, the sample analysis reports, field notes (including an imported fill source location sketch map), and conclusions regarding the suitability of the proposed imported fill soil for use at the Site and recommendations to proceed with soil import.

KEY PROJECT PERSONNEL

The project was managed by Mr. James R. Steele. Mr. Steele a California Professional Geologist, (No. 5963), Certified Engineering Geologist (No. EG 1906), and California Certified Hydrogeologist (No. HG

247) with over 28 years experience performing engineering geology studies and environmental assessments. Mr. Steele has extensive experience managing and performing Preliminary Environmental Assessments (PEAs), Phase I GEHAs, and Geohazard Assessment/Geotechnical Soil Investigations for proposed school sites throughout California including Ventura County. He is thoroughly familiar with regulatory agency and guidelines and requirements for school construction projects, and has extensive experience working with CDE, DTSC, CGS, and DSA.

Mr. Randy Westhaus is the Program Manager for Tetra Tech's School Services Program and provided technical and management oversight for this project. Mr. Westhaus is a Registered Mechanical Engineer in California (California Certificate No. 25171) with over 36 years' experience in the environmental field. He has extensive managerial and technical experience performing Phase I ESAs, PEAs, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in the Central Coast region.

PROJECT SCHEDULE

The soil sample collection field work in Task 1 was completed on June 20, 2016. The laboratory analysis was completed on a 24-hour TAT from sample collection. The laboratory results were received by Tetra Tech on June 21, 2016 and reported by Tetra Tech to CFW in an email on June 22, 2016. Task 2 Letter Report preparation was completed on July 5, 2016 when the Letter Report was submitted to CFW.

ASSUMPTIONS

Several assumptions have been made in developing this proposal and cost estimate that if not valid, will constitute a change in the scope of work, requiring an adjustment in project cost. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are presented below.

- The available site data are accurate and do not require excessive verification.
- This cost estimate is based on our understanding of the current regulatory framework for the Site. Should regulations change or if additional regulatory requirements are imposed, the project work scope and costs may need to be modified.
- The imported fill source site will be readily accessible to Tetra Tech personnel for field activities.
- CFW will have a representative of Statewide Ready Mix meet Tetra Tech at the borrow site and provide a backhoe and operator to assist in the soil sample collection for the field work in proposed in Task 1.
- The imported fill source site can be readily accessed by field staff without special considerations for damage to landscaping, irrigation systems, utilities, or other items. Although Tetra Tech will take precautions to avoid damaging the site, Tetra Tech is not responsible for damages to landscaping, irrigation systems, utilities, or other items that may be inadvertently caused by drilling or other field assessment activities.
- A maximum of twelve (12) soil samples and a replicate soil sample were collected to evaluate the imported fill soil site for Task 1 and analyzed for Title 22 (heavy) metals by EPA methods 6010B and 7471A, OCPs by EPA method 8081A, VOCs by EPA method 8260B, SVOCs by EPA method 8270C, TPH by EPA method 8015M, PCBs by EPA



method 8082, asbestos by OSHA Method ID-191, and for pH by SW9045C at a State Certified laboratory on a 24-hour turn-around time.

- Inclement weather could delay the project field work.

ESTIMATED PRICE

Our price estimate to complete Tasks 1 and 2 on a fixed price basis for a price of \$14,400. Our price estimate is based on an assumed level of effort that may vary depending on the services requested, the ease of Site access, and field conditions. Table 1 contains a summary of our time and materials labor rates. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis.

LIMITATIONS

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions. No other representation and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

CFW should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and CFW should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by CFW. In any event, the scope of services provided by Tetra Tech must be that which CFW agrees to or selects in light of personal risk preferences and other considerations.



CONTRACTUAL TERMS AND CONDITIONS

These services were performed in accordance with Master Services Agreement #13-132 between OSD and Tetra Tech and the agreed scope of services in this proposal. CFW authorized Tetra Tech to perform the services described in the Scope of Work in an email from Mr. Greg Grant (CFW) to Mr. Randy Westhaus (Tetra Tech) dated June 15, 2016 and the work was performed between June 20 and July 5, 2016.

If you have any questions regarding our proposal, please contact Jim Steele at (805) 681-6302 or by email at jim.steele@tetrattech.com or Randy Westhaus at (805) 681-3101 or by email at randy.westhaus@tetrattech.com.

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'James R. Steele'.

James R. Steele
Project Manager

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.
California Schools Director

California Professional Geologist No. 5963
California Certified Engineering Geologist No. 1906
California Certified Hydrogeologist No. 247

Attachments: Table 1 – Time and Material Rates

cc: Lewis, M. (Tt SBA)
Westland, E, (CFW)



References

California Department of Toxic Substances Control (DTSC)

2001 *Information Advisory Clean Imported Fill Material*. October.

California Department of Toxic Substances Control (DTSC) Society of Toxicology

2008 *Determination of a Southern California Regional Background Arsenic Concentration in Soil*. March.

CTE South

2016a *Crushed Miscellaneous Base Materials for Use in the Geogrid Reinforced Layers Lemonwood Elementary School 2200 Carnegie Court Oxnard, California*. February 8.

CTE South

2016b *Specifics for Crushed Miscellaneous Base Materials for Use in Geogrid Reinforced Layers Lemonwood Elementary School 2200 Carnegie Court Oxnard, California*. March 7.

Table 1
Tetra Tech Time and Materials Rates
Caldwell Flores Winters, Inc.
July 20, 2016

Labor Category	Hourly Billing Rate
Vice President	\$234.46
Director	\$211.12
Professional Geologist/Associate Director	\$172.93
Principal-Level Engineer/Scientist	\$147.47
Principal-Level CEQA Specialist	\$169.74
Senior-Level CEQA Specialist	\$126.25
Mid-Level CEQA Specialist	\$94.42
Junior-Level CEQA Specialist	\$79.57
Senior-Level Geologist/Project Manager	\$112.46
Mid-Level Geologist/Project Manager	\$94.42
Junior-Level Geologist/Project Manager	\$79.57
Senior-Level Environmental Technician	\$101.85
Senior-Level Engineer/Scientist	\$108.21
Mid-Level Engineer/Scientist	\$97.60
Junior-Level Engineer/Scientist	\$79.57
Associate-Level Engineer/Scientist	\$71.08
Mid-Level Environmental Technician	\$93.36
Junior-Level Environmental Technician	\$71.08
Associate-Level Environmental Technician	\$61.53
Contract Management	\$141.10
Administration	\$77.45
Senior GIS Graphics/CADD	\$101.85
Graphics/CADD	\$97.60
Senior-Level Word Processing/Publications	\$90.18
Mid-Level Word Processing/Publications	\$80.63
Junior-Level Word Processing/Publications	\$54.11

Notes:

Rates Effective through September 30, 2016

Rates apply to normal working hours.

Subcontractors will be billed at cost plus 10% profit

Rates for field equipment are quoted upon request.

Out-year rates escalated at 3.0% per fiscal year (Oct through Sep)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Tetra Tech, Inc.** (“Consultant”) with a business address at 5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
- c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
- e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
- c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.
13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such

manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
 - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

RTW (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

RTW (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RTW (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130
Santa Barbara, CA 93111
Attention: Randy Westhaus
T: (805) 681-3100
Email: randy.westhaus@tetrattech.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

TETRA TECH INC.:

Randy Westhaus
Signature

Randy Westhaus / Director
Typed Name/Title

10/31/13
Date

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-132

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<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>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Table 3
Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

**Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013**

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

Not Project Related

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-132

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 #13-132

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 1. owned, non-owned and hired vehicles;
 2. blanket contractual;
 3. broad form property damage;
 4. products/completed operations; and
 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

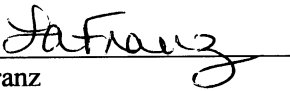
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Tetra Tech, Inc. ("Tetra Tech")

Tetra Tech has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Tetra Tech, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Tetra Tech, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

Not Project Related
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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: _____
 PROJECT #: _____
 PROJECT TYPE: _____
 DATE: _____
 INVOICE #: _____
 PERIOD COVERED: _____
 PO #: _____

VENDOR NAME _____

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
				#\$VALUE!	#\$VALUE!	#\$VALUE!	\$0.00	#\$VALUE!	#\$VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#\$VALUE!
TOTAL DUE THIS INVOICE	#\$VALUE!

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied: inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



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).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1576 Sherman St., Suite 100 Denver CO 80203 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E:		

COVERAGES	CERTIFICATE NUMBER: 570051834152	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof			028182375	10/01/2013	10/01/2014	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project Number: 13-132. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Oxnard School District
Attn: Lisa Cline
1051 South A Street
Oxnard CA 93030 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. GL 514 26 23

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. CA 327 52 65

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

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Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. WC 1565 60 17

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

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2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
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Form 107414

107414 (03/11)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter (WAL) #007 for Tetra Tech Inc. to perform Phase 1 Environmental Site Assessment Update for the Marshall School New Classroom Building Project (Morales/Cline/CFW)

The Oxnard School District (District) is proceeding with the construction of a new 12 classroom building at Marshall Elementary School to serve grades 6-8. Final design plans have been completed with Division of State Architect (DSA) approval expected soon.

In order to receive State funds for the project, approvals from various agencies are required. In 2001, the District received approval from the Department of Toxic Substances Control (DTSC) for the original school construction. Given the lapse in time, an updated review of the environmental conditions is now required by the DTSC. Recent communication with the DTSC has indicated the need to prepare a Phase I Environmental Site Assessment Update for the proposed new classroom building. The District has completed other environmental reviews for the site.

In November 2013, the Board of Trustees approved Master Agreement #13-132 with Tetra Tech, Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item authorizes the issuance of WAL#007 as follows:

Master Agreement: #13-132
WAL: #007
Consultant: Tetra Tech, Inc.
Date Issued: December 8, 2016
Amount: \$5,000 (not to exceed)

FISCAL IMPACT

\$5,000.00 to be paid out of Measure R bond funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #007 in the amount not to exceed \$5,000.00 with Tetra Tech, Inc. for a Phase I Environmental Site Assessment Update for the Marshall New Classroom Building Project per Master Agreement #13-132.

ADDITIONAL MATERIAL

Attached: WAL #007, Tetra Tech, Inc. (1 Page)
Proposal from Tetra Tech Inc. dated 11-15-16 (8 Pages)
Master Agreement #13-132, Tetra Tech, Inc. (32 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 7	DATE: 12/8/2016
SITE NAME: Marshall New Classroom Building	DSA # 116806
MASTER AGREEMENT #: 13-132	OPSC #
WAL #: 007	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Tetra Tech, Inc. Street: 5383 Hollister Avenue Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: 805-681-3101

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Preparation of a Phase I Environmental Assessment Update for the new classroom building project at Marshall Elementary School as outlined in the attached proposal. Tetra Tech understands that any required access to the school site will occur on a Saturday or Sunday when no students are present on site at no additional charge to the District.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 12/8/2016	COMPLETION DATE: 1/8/2017
------------------------------	----------------------------------


FIXED FEE AMOUNT: \$5,000 (not to exceed)

This fee amount is based upon Consultant's proposal dated 11/15/2016 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
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	 (SIGNATURE)
(DATE)	11/21/16 (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: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
COST ID: 6171 - Environmental Studies	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



November 15, 2016

M-2344_rev1

Transmitted Electronically (praphael@cfwinc.com)

Ms. Patricia Raphael
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

Subject: Revised Proposal to Prepare a Phase I Environmental Assessment Update for the New Classroom Building Project at the Oxnard School District's Thurgood Marshall Elementary School in Oxnard, California.

Dear Ms. Raphael:

Tetra Tech is pleased to provide Caldwell Flores Winters, Inc. (CFW) with this revised proposal and scope of work (SOW) to prepare a Phase I Environmental Site Assessment Update (Phase I ESA Update) report for the New Classroom Building Project at the Oxnard School District's (OSD's) Thurgood Marshall Elementary School. The Phase I ESA Update services in this proposal were developed to assist the OSD in updating the evaluation of environmental conditions at the Site that were established for the original school construction project in the Preliminary Environmental Assessment (PEA) performed by ENSR dated January 2001. The 2001 ENSR PEA was approved by the California Environmental Protection Agency (Cal/EPA) Department of Toxic Substances Control (DTSC) in a letter dated March 6, 2001, which concluded that:

“Based on the findings of the PEA investigation and compliance with public participation requirements, DTSC hereby approves the Draft Final PEA dated January 2001 as the Final PEA. The PEA report indicates that no actual or potential hazardous materials release was indicated which would pose a threat to human health or the environment under any land use, therefore, DTSC concurs that no further investigation required for the Site. As with any real property, additional investigation and/or cleanup may be required if previously unidentified contamination is discovered at the site.”

The Phase I ESA Update will update the evaluation of environmental conditions at the Site that were established for the original school construction project in the ENSR 2001 PEA under Cal/EPA DTSC guidelines. The proposed scope of work is based on our extensive experience working with the DTSC School Property Evaluation and Cleanup Division at numerous proposed and existing school sites throughout California and on our understanding of current DTSC guidance.

PROJECT UNDERSTANDING

The project site is the existing Thurgood Marshall Elementary School campus that is located within the Northwest Golf Course Community Specific Plan Area. Thurgood Marshall Elementary School (K-5) is located at 2900 Thurgood Marshall Drive in the City of Oxnard, in Ventura County, California. The school occupies Assessor Parcel Number (APN) 179-0-070-010 and access to the school is provided from Thurgood Marshall Drive. The Site is relatively flat and developed as a public elementary school with associated play areas.

Tetra Tech

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111

Tel 805.681.3100 Fax 805.681.3108

www.tetrattech.com



The Site is located in an area of mixed rural and commercial land use. The Site is a roughly trapezoidal shaped lot of vacant land that occupies 13 acres. It is relatively flat and bound by Thurgood Marshall Drive on the west and north, N. Patterson Road on the east, and W. Gonzalez Rd. on the south. The residential development of the Northwest Golf Course Community Specific Plan Area are adjacent to the Site on the west, north, and east and the area to the south of the Site is developed for agricultural land use (row crop production).

The OSD proposes to construct and operate a new two-story, 12-classroom building on the existing Thurgood Marshall Elementary School site in compliance with current seismic codes. The school would be reconfigured to include grades 6th through 8th thereby accommodating students in grades K-8 at the Site. The new facilities are needed to accommodate growing OCD enrollment in the 6th through 8th grades. The proposed 12-classroom permanent structure would increase capacity at the Marshall School to 900 students at State loading standards, satisfying the OCD's education specification for a K-8 facility.

SCOPE OF WORK

The approach and scope of work (SOW) of the Phase I ESA Update is designed to update the evaluation of environmental conditions at the Site that were established for the original school construction project in the ENSR 2001 PEA. Tetra Tech expects to conduct the Phase I ESA in a manner consistent with the ASTM Standard Practice E 1527-13.

The SOW includes the tasks described below.

TASK 1: DOCUMENTS AND RECORDS REVIEW

Tetra Tech will conduct a thorough review of the ENSER 2001 PEA and available and relevant geologic, hydrogeologic, and environmental reports and readily available historical aerial photographs and topographic maps available from Environmental Data Resources (EDR) of the subject property dating from at least the last 50 years. The review will consist of an examination of the literature, photographs, and maps for information on general site conditions and documentation/evidence of activities at the Site and adjacent properties that may have contributed to onsite contamination, with specific attention to their effect upon the subject property that may have occurred since the ENSR 2001 PEA was approved by DTSC.

Tetra Tech will acquire and review a regulatory agency database report from EDR summarizing a search of specific government records for the subject property and sites within prescribed search radii per ASTM Standard E1527-13. The agency database report will also include an evaluation of potential vapor intrusion on the Site, a growing area of concern for environmental liability professionals that was added to the scope of the ASTM standard in 2013.

The following agencies may be contacted via telephone, personal interviews, or records searches, for additional information relating to the Site, if warranted by questions arising from the review of the EDR data and other information reviewed:

- The California Department of Toxic Substances Control (DTSC);
- Regional Water Quality Control Board, Central Coast Region (RWQCB);
- The City of Oxnard; and
- County of Ventura Environmental Health Division.

Tetra Tech will review any previous environmental reports made available from the OSD for the Site and surrounding area.



TASK 2: REPORT

Tetra Tech will prepare a Phase I ESA Update Report that summarizes the findings of Task 1 and provides conclusions and recommendations to assist the OSD in deciding on whether or not to move forward with additional environmental studies to be performed under DTSC oversight to meet the requirements for school site development. Tetra Tech will provide two copies of the final report, with appendices in PDF format on a compact disc with each report.

The purpose of the report is to meet DTSC requirements for a site previously granted a No Further Action that is now preparing to undergo further construction. As such, Tetra Tech, will submit the report to the DTSC, modify selected language within the report if asked to do so by DTSC, and will otherwise coordinate with DTSC until such time either a No Further Action letter is received or a greater level of environmental review is required by the DTSC.

KEY PROJECT PERSONNEL

Mr. James Steele will serve as the project manager for the Phase I ESA Update. Mr. Steele is a California Professional Geologist, (No. 5963), Certified Engineering Geologist (No. EG 1906), and California Certified Hydrogeologist (No. HG 247) with over 29 years of experience performing projects for engineering geology, geotechnical engineering, hydrogeologic studies, landfill closure/post-closure monitoring, Phase I ESAs, Phase II ESAs, PEAs, and environmental remediation. He has extensive managerial and technical experience.

Mr. Steve Dodson will provide technical oversight for this project directing field activities and report preparation. Mr. Dodson has over 24 years of professional experience performing site investigations and clean up including assessments of groundwater, surface water, soil, soil gas, and indoor air. Mr. Dodson has extensive experience conducting Phase I and II ESAs at sites throughout California. Mr. Dodson has experience assessing military, commercial, and residential sites with soil, groundwater, soil gas and surface water contamination including metals, chlorinated solvents, methane, pesticides, PCBs, dioxins, furans, and fuel components.

Mr. Joshua Patricio will serve as the project engineer for the Phase I ESA Update performing the bulk of effort in completing Tasks 1 and 2. Mr. Patricio has over 4 years of professional experience as an environmental engineer performing a variety of environmental assessment and remediation projects including Phase I ESAs for a variety of clients, such as local school districts, oil & gas companies, and residential developers.

PROJECT SCHEDULE

Tetra Tech is available to begin work immediately upon receipt of the signed contract. The proposed project schedule is provided below. This schedule can be revised based on input from CFW and the OSD.

Project Schedule

Task	Description	Completion Date
Task 1	Documents and Records Review	• Award + 10 working days.
Task 2	Report	• Award + 30 days



ASSUMPTIONS

Several assumptions have been made in developing this proposal and price that if not valid, will constitute a change in the scope of work, requiring an adjustment in project cost. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are:

- The level of effort will be consistent with the requirements of ASTM Standard E 1527-13.
- Information maintained by federal and state agencies will be readily accessible via internet, mail, and email and Tetra Tech personnel will not need to travel to these agency offices for file review.
- The report will be submitted to CFW in electronic and hard-copy format.

ESTIMATED PRICE

This project will be performed on a fixed price basis for a price of \$5,000. Our price estimate is based on an assumed level of effort that may vary depending on the ease of Site access and field conditions.

CONTRACTURAL TERMS AND CONDITIONS

We propose to perform these services in accordance with Master Services Agreement # 13-132 between OSD and Tetra Tech and the agreed on scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging CFW's acceptance of this revised proposal.

Tetra Tech appreciates this opportunity to work with CFW. Please contact Mr. Westhaus at (805) 681-3101 or Mr. Steele at (805) 681-6302 if you have any questions regarding our revised proposal.

Sincerely,

TETRA TECH, INC.

Handwritten signature of Randy T. Westhaus in black ink.

Randy T. Westhaus, P.E.
Director
randy.westhaus@tetrattech.com

Handwritten signature of James R. Steele in black ink.

James R. Steele
Associate Director
California Professional Geologist No. 5963
California Certified Engineering Geologist No. 1906
California Certified Hydrogeologist No. 247
jim.steele@tetrattech.com

cc: Marilyn Lewis (Tetra Tech)



November 15, 2016

M-2344_rev1

Transmitted Electronically (praphael@cfwinc.com)

Ms. Patricia Raphael
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

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Tel 805.681.3100 Fax 805.681.3108

www.tetrattech.com



The Site is located in an area of mixed rural and commercial land use. The Site is a roughly trapezoidal shaped lot of vacant land that occupies 13 acres. It is relatively flat and bound by Thurgood Marshall Drive on the west and north, N. Patterson Road on the east, and W. Gonzalez Rd. on the south. The residential development of the Northwest Golf Course Community Specific Plan Area are adjacent to the Site on the west, north, and east and the area to the south of the Site is developed for agricultural land use (row crop production).

The OSD proposes to construct and operate a new two-story, 12-classroom building on the existing Thurgood Marshall Elementary School site in compliance with current seismic codes. The school would be reconfigured to include grades 6th through 8th thereby accommodating students in grades K-8 at the Site. The new facilities are needed to accommodate growing OCD enrollment in the 6th through 8th grades. The proposed 12-classroom permanent structure would increase capacity at the Marshall School to 900 students at State loading standards, satisfying the OCD's education specification for a K-8 facility.

SCOPE OF WORK

The approach and scope of work (SOW) of the Phase I ESA Update is designed to update the evaluation of environmental conditions at the Site that were established for the original school construction project in the ENSR 2001 PEA. Tetra Tech expects to conduct the Phase I ESA in a manner consistent with the ASTM Standard Practice E 1527-13.

The SOW includes the tasks described below.

TASK 1: DOCUMENTS AND RECORDS REVIEW

Tetra Tech will conduct a thorough review of the ENSER 2001 PEA and available and relevant geologic, hydrogeologic, and environmental reports and readily available historical aerial photographs and topographic maps available from Environmental Data Resources (EDR) of the subject property dating from at least the last 50 years. The review will consist of an examination of the literature, photographs, and maps for information on general site conditions and documentation/evidence of activities at the Site and adjacent properties that may have contributed to onsite contamination, with specific attention to their effect upon the subject property that may have occurred since the ENSR 2001 PEA was approved by DTSC.

Tetra Tech will acquire and review a regulatory agency database report from EDR summarizing a search of specific government records for the subject property and sites within prescribed search radii per ASTM Standard E1527-13. The agency database report will also include an evaluation of potential vapor intrusion on the Site, a growing area of concern for environmental liability professionals that was added to the scope of the ASTM standard in 2013.

The following agencies may be contacted via telephone, personal interviews, or records searches, for additional information relating to the Site, if warranted by questions arising from the review of the EDR data and other information reviewed:

- The California Department of Toxic Substances Control (DTSC);
- Regional Water Quality Control Board, Central Coast Region (RWQCB);
- The City of Oxnard; and
- County of Ventura Environmental Health Division.

Tetra Tech will review any previous environmental reports made available from the OSD for the Site and surrounding area.



TASK 2: REPORT

Tetra Tech will prepare a Phase I ESA Update Report that summarizes the findings of Task 1 and provides conclusions and recommendations to assist the OSD in deciding on whether or not to move forward with additional environmental studies to be performed under DTSC oversight to meet the requirements for school site development. Tetra Tech will provide two copies of the final report, with appendices in PDF format on a compact disc with each report.

The purpose of the report is to meet DTSC requirements for a site previously granted a No Further Action that is now preparing to undergo further construction. As such, Tetra Tech, will submit the report to the DTSC, modify selected language within the report if asked to do so by DTSC, and will otherwise coordinate with DTSC until such time either a No Further Action letter is received or a greater level of environmental review is required by the DTSC.

KEY PROJECT PERSONNEL

Mr. James Steele will serve as the project manager for the Phase I ESA Update. Mr. Steele is a California Professional Geologist, (No. 5963), Certified Engineering Geologist (No. EG 1906), and California Certified Hydrogeologist (No. HG 247) with over 29 years of experience performing projects for engineering geology, geotechnical engineering, hydrogeologic studies, landfill closure/post-closure monitoring, Phase I ESAs, Phase II ESAs, PEAs, and environmental remediation. He has extensive managerial and technical experience.

Mr. Steve Dodson will provide technical oversight for this project directing field activities and report preparation. Mr. Dodson has over 24 years of professional experience performing site investigations and clean up including assessments of groundwater, surface water, soil, soil gas, and indoor air. Mr. Dodson has extensive experience conducting Phase I and II ESAs at sites throughout California. Mr. Dodson has experience assessing military, commercial, and residential sites with soil, groundwater, soil gas and surface water contamination including metals, chlorinated solvents, methane, pesticides, PCBs, dioxins, furans, and fuel components.

Mr. Joshua Patricio will serve as the project engineer for the Phase I ESA Update performing the bulk of effort in completing Tasks 1 and 2. Mr. Patricio has over 4 years of professional experience as an environmental engineer performing a variety of environmental assessment and remediation projects including Phase I ESAs for a variety of clients, such as local school districts, oil & gas companies, and residential developers.

PROJECT SCHEDULE

Tetra Tech is available to begin work immediately upon receipt of the signed contract. The proposed project schedule is provided below. This schedule can be revised based on input from CFW and the OSD.

Project Schedule

Task	Description	Completion Date
Task 1	Documents and Records Review	• Award + 10 working days.
Task 2	Report	• Award + 30 days



ASSUMPTIONS

Several assumptions have been made in developing this proposal and price that if not valid, will constitute a change in the scope of work, requiring an adjustment in project cost. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are:

- The level of effort will be consistent with the requirements of ASTM Standard E 1527-13.
- Information maintained by federal and state agencies will be readily accessible via internet, mail, and email and Tetra Tech personnel will not need to travel to these agency offices for file review.
- The report will be submitted to CFW in electronic and hard-copy format.

ESTIMATED PRICE

This project will be performed on a fixed price basis for a price of \$5,000. Our price estimate is based on an assumed level of effort that may vary depending on the ease of Site access and field conditions.

CONTRACTURAL TERMS AND CONDITIONS

We propose to perform these services in accordance with Master Services Agreement # 13-132 between OSD and Tetra Tech and the agreed on scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging CFW's acceptance of this revised proposal.

Tetra Tech appreciates this opportunity to work with CFW. Please contact Mr. Westhaus at (805) 681-3101 or Mr. Steele at (805) 681-6302 if you have any questions regarding our revised proposal.

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.
Director
randy.westhaus@tetrattech.com

A handwritten signature in black ink that reads 'James R. Steele'.

James R. Steele
Associate Director
California Professional Geologist No. 5963
California Certified Engineering Geologist No. 1906
California Certified Hydrogeologist No. 247
jim.steele@tetrattech.com

cc: Marilyn Lewis (Tetra Tech)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Tetra Tech, Inc.** (“Consultant”) with a business address at 5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
- c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
- e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
- c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.
13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such

manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
 - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

RTW (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

RTW (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RTW (Initials)

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

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

To District:

Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130
Santa Barbara, CA 93111
Attention: Randy Westhaus
T: (805) 681-3100
Email: randy.westhaus@tetratech.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

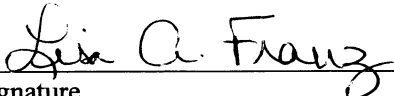
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

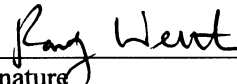
- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

TETRA TECH INC.:


Signature


Signature

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

Randy Westhaus / Director
Typed Name/Title

11-20-13
Date

10/31/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-132

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<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>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	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

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Table 3
Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

Not Project Related

Project #13-132

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 1. owned, non-owned and hired vehicles;
 2. blanket contractual;
 3. broad form property damage;
 4. products/completed operations; and
 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

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

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

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

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

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

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

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

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

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

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

Not Project Related

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

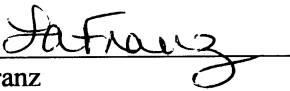
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-132

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

Not Project Related

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

Project #13-132

3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-132

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-132

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #13-132

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-132

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
- Project #13-132

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Tetra Tech, Inc. ("Tetra Tech")

Tetra Tech has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Tetra Tech, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Tetra Tech, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
 Project #13-132

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied: inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



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).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1576 Sherman St., Suite 100 Denver CO 80203 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570051834152** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof			028182375	10/01/2013	10/01/2014	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project Number: 13-132. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Oxnard School District
Attn: Lisa Cline
1051 South A Street
Oxnard CA 93030 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. GL 514 26 23

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. CA 327 52 65

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

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3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

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Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. WC 1565 60 17

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

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2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

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Form 107414

107414 (03/11)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of WAL #009 with ATC Group Services LLC for preparation of a Preliminary Environmental Assessment for the Doris/Patterson Site (Morales/Cline/CFW)

The Oxnard School District (District) is proceeding with the acquisition of 25 acres located at the intersection of Doris Avenue and Patterson Road. The District has conducted various required environmental studies of the property to assist with evaluating the suitability of site for use as a possible school site. The District has received preliminary site approval from the California Department of Education (CDE) with respect to the proposed site.

In April 2016, the Board approved a Work Authorization Letter (WAL) #004 with ATC Group Services LLC (ATC) to prepare a Preliminary Environmental Assessment (PEA) for the site as required by the Department of Toxic Substances Control (DTSC). As a result of the State's requirements, the scope of work and fee required to complete the PEA has increased by \$17,180.00 to a new total fee of \$32,055.00.

The scope of work and fees in the attached WAL #009 replaces and supersedes WAL #004. No payments have been made under the prior WAL #004. This agenda item authorizes the issuance of WAL #009 and replaces the prior WAL #004:

Master Agreement: #13-135
WAL: #009
Consultant: ATC Group Services LLC (formerly Cardno ATC)
Date Issued: December 8, 2016
Amount: \$32,055.00 (not to exceed)

The PEA process requires ATC to conduct soil samples to evaluate potential impacts associated with the current and historical agricultural use. The results of those tests will be reported in the PEA. ATC has conducted meetings with the DTSC to review its proposed work plan for the required testing. Pursuant to that review, DTSC approved a final work plan requiring additional soil depths and soil vapor sampling. Additional conditions placed on the

workplan by DTSC also included the preparation of an Ecological Screening Evaluation and field-monitoring soil vapor samples.

FISCAL IMPACT

\$32,055.00 to be paid out of Measure R bond funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #009 in the amount not to exceed \$32,055.00 for the Preparation of a Preliminary Environmental Assessment (PEA) for the Doris/Patterson Site per Master Agreement #13-135 with ATC Group Services LLC.

ADDITIONAL MATERIAL

Attached: WAL #009, ATC Group Services LLC (formerly Cardno ATC) (1 Page)
 Proposal from ATC Group Services LLC dated 11-21-16 (10 Pages)
 Master Agreement #13-135, Cardno ATC (32 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: N/A	DATE: 12/8/2016
SITE NAME: Doris/Patterson Site	DSA #
MASTER AGREEMENT #: 13-135	OPSC #
WAL #: 009	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: ATC Group Services LLC Street: 25 Cupania Circle City, State, Zip: Monterey Park, CA 91755 Phone: 323-517-9780

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Preparation of a Preliminary Environmental Assessment (PEA) for the Doris/Patterson site as outlined in the attached proposal from ATC dated November 21, 2016. The scope of work will address all necessary steps associated with the preparation and ultimate approval of the PEA by the Department of Toxic Substances Control (DTSC). This scope of work replaces and supersedes the scope of work under WAL#004 Master Agreement #13-135.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 12/8/2016	COMPLETION DATE: see attached proposal
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FIXED FEE AMOUNT: \$32,055 (not to exceed)

This fee amount is based upon Consultant's proposal dated 11/21/2016 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 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 superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	 (SIGNATURE)
(DATE)	11/21/16 (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: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
COST ID: 6171 - Environmental Studies	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



25 Cupania Circle
Monterey Park, CA 91755
Telephone 323-517-9780
Fax 323-517-9781
www.atcgroupservices.com

November 21, 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: Revised Proposal for Preliminary Endangerment Assessment
Proposed Elementary and Middle Schools
Southeast Corner of Doris Avenue and North Patterson Road
Oxnard, California 93030
ATC Proposal Number 10116-2016-11-0406

Dear Ms. Garcia:

ATC Group Services LLC (ATC) is pleased to submit this Revised Preliminary Endangerment Assessment (PEA) proposal to the Oxnard School District (OSD) for a 25-acre site located at the southeastern corner of Doris Avenue and North Patterson Road in Oxnard, California. This Revised PEA proposal is intended to replace and supersede ATC's March 18, 2016 PEA proposal, which had subsequently been approved in Work Authorization Letter #4 under Master Agreement 13-135. It is ATC's understanding that given the site's current use for agricultural purposes, the Department of Toxic Substances Control (DTSC) will require a PEA prior to site redevelopment for elementary and middle schools.

The scope of work included within this proposal is intended to address all necessary steps associated with the preparation and adoption of, the PEA by the DTSC. Specifically, the scope of work will include assisting the OSD in enrolling the site in the DTSC's Environmental Oversight Program (EOP), attending the required DTSC scoping meeting, preparing a PEA work plan for DTSC review, performing the proposed scope of work, preparation of a PEA report, and participating in a public hearing prior to the DTSC adopting the PEA report.

The scoping meeting occurred on Friday, September 16 at DTSC offices in Cypress, California. Additional soil and soil vapor sampling was requested, and the modified PEA work plan was conditionally approved by DTSC on October 31, 2016. Additional conditions upon approval included preparation of an Ecological Screening Evaluation, and field-monitoring soil vapor samples for hydrogen sulfide. This PEA proposal was modified to include the additional scope and cost as described below.



PROPOSED SCOPE OF WORK

EOP Enrollment

Prior to beginning a PEA, a school district enters into an Environmental Oversight Agreement with DTSC. ATC will assist in the preparation and assembly of all applicable forms; however, the EOP application must be signed by an authorized OSD representative. **DTSC oversight fees will be charged directly to the District and are not included in this proposal.**

DTSC Scoping Meeting

Following the enrollment of the site into the EOP, the next step in conducting the PEA investigation is to hold a scoping meeting between DTSC staff, OSD staff, and professionals assigned to do the work. The purpose of the meeting is to agree upon a management approach for collecting information and develop a strategy for completing activities appropriate for the site.

Work Plan Preparation

ATC will prepare a work plan based on DTSC guidance obtained during the scoping meeting. The work plan will address the likely constituents-of-concern (expected to be organochlorine pesticides [OCPs] and arsenic). It will include sampling strategy, proposed boring locations, and quality assurance/control procedures.

The original PEA work plan was issued to the DTSC on August 16, 2016. Following the scoping meeting, the original work plan was revised based on DTSC requirements. Work plan preparation costs were revised to accommodate DTSC comments.

ESA Field Work

Based on the approval of the work plan by the DTSC, ATC will execute the following scope of work:

Pre-Field Activities A site-specific Health and Safety Plan (HASP) will be prepared for use during the planned field activities. The HASP will be consistent with the requirements of the Code of Federal Regulations (CFR) and the California Code of Regulations (CCR) pertaining to the requirements identified in 29 CFR 1910.120 and 8 CCR 5192.

ATC field personnel and subcontractors will review the HASP prior to commencing field work. A health and safety meeting (i.e., "tailgate" meeting) will be conducted by the Site Health and Safety Officer before starting work, and a record of meeting attendance will be maintained. All ATC employees and subcontractors will be required to sign the daily health and safety briefing form.

Due to the traveling distance to and from the site, ATC will formerly request reimbursement of lodging expenses for the project geologist and technician. The justification for this reasoning is that the health and safety risk to employees will be reduced because less time will be spent traveling.

Prior to drilling activities, proposed sampling locations will be clearly marked with spray paint or other suitable marking. ATC will contact Underground Service Alert (USA) to attempt to identify any subsurface utilities in the vicinity of the boring locations. If any underground utilities are found near the proposed boring areas, the boring locations may be adjusted.

A private utility locating company will be contracted to perform a geophysical survey utilizing ground-penetrating radar. The geophysical survey will verify that the proposed boring locations are not in conflict with subsurface utilities or obstructions.



Soil Sampling. The objective of soil sampling will be to evaluate potential soil impacts associated with the current/historical agricultural use. The scope of work includes advancing 36 soil borings (SB-1 through SB-36) in a grid pattern to 2.5 feet bgs using a hand auger. Soil samples will be collected at approximately 0.5 feet and 2.5 feet bgs. Each sample will be transferred to a glass jar and sealed with a Teflon®-lined lid. The samples will be properly labeled and delivered under chain-of-custody to an offsite laboratory for analysis. Prior to laboratory analysis, four adjacent 0.5 foot soil samples will be composited into one soil sample, for a total of nine samples. One field duplicate will be composited and analyzed separately. The 2.5 foot samples will be placed on hold in the laboratory pending analysis of the 0.5 foot samples.

The composited soil samples will be analyzed for OCPs using Environmental Protection Agency (EPA) Method 8081A. Additionally, nine discrete soil samples and one duplicate (each selected before compositing) will be analyzed for total arsenic using EPA Method 6010B.

Soil Vapor Sampling. Soil vapor samples will be collected from ten boring locations advanced to a maximum depth approximately two feet above the first occurrence of groundwater, and at five feet bgs, as indicated in the approved PEA work plan. Based on data from the former Pneumo Abex Facility, located approximately 2,000 feet southwest of the site, groundwater occurred between approximately 14 and 17 feet bgs during the First Quarter 2016 groundwater monitoring event. The samples will be analyzed in an onsite mobile laboratory for methane using EPA Test Method 8015B, and for hydrogen sulfide using a hand-held instrument provided by the subcontractor. Samples will be collected following applicable DTSC and Regional Water Quality Control Board (RWQCB) protocols for soil vapor surveys. Soil vapor sampling will be performed by advancing soil gas probes to the aforementioned depths in accordance with DTSC recommendations. Direct-push drilling will be used advance borings to allow placement of vapor probes. At each sampling location an electric vacuum pump set to draw 0.2 liters per minute (L/min) of soil vapor will be attached to the probe and purged prior to sample collection. Vapor samples will be obtained in Hamilton (or equivalent) gas-tight syringes by puncturing tubing which connects the sampling probe and the vacuum pump. New tubing will be used at each sampling point to prevent cross contamination. Samples will be immediately injected into the gas chromatograph after collection.

A 3-point calibration will be performed. The laboratory control standard will be performed by preparing a calibration solution from a pre-mixed standard.

A replicate analysis (duplicate) will be run to evaluate the reproducibility of the sampling system and instrument. Blanks will be run at the beginning of each workday and after calibrations. Clean vapor probes will be used following each sample with detectable analytes or when probes are damaged during installation. The blanks will be collected using an ambient air sample. These blanks will check the septum, syringe, gas chromatography (GC) column, GC detector, and the ambient air. Blank results will be provided with the sample results.

A tracer gas will be applied to the soil gas probes at each point of connection in which ambient air could enter the sampling system. These points include the top of the sampling probe where the tubing meets the probe connection and the surface bentonite seals.

All sampling equipment will be decontaminated between boring and sample locations. Following completion of the sampling activities, the boreholes will be backfilled with hydrated bentonite.

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 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 previously 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 quality assurance/quality control (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 report, 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.

Ecological Screening Evaluation

In the DTSC Conditional Approval letter dated October 31, 2016, an Ecological Screening Evaluation was requested. It is to include a review of relevant literature and databases, a biological reconnaissance survey (flora and fauna), a general habitat assessment, qualitative pathway assessment of surface drainages (if present), and preparation and submittal of a report of findings.

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 **\$32,055.00**. A breakdown of costs is provided on the spreadsheet below. Note that the EOP enrollment, scoping meeting, PEA Work Plan, and HASP were completed under the prior Master Agreement, and the personnel charge rates differed from the revised Master Agreement.

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

Current Schedule

Upon approval of this proposal, ATC has a current, tentative schedule for fieldwork to begin the week of Monday, December 12. ATC expects the field work to take two workers three days to complete (based on the expected scope of work outlined above). A draft copy of the PEA report will be made available to OSD approximately one month after all laboratory analytical data are received (approximately the week of January 23, 2017). 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 expectation is to achieve DTSC review and complete the public comment period by the end of March 2017.



ATC recognizes the District's intent to immediately begin collecting samples. In the event that the current agricultural production on the property prevents required access, following alternate schedule is proposed based on stated agricultural conditions by the land owner:

Alternate Schedule

In the event that this scope must follow an alternate schedule dictated by crop cultivation, scheduled to continue through April 2017, ATC has an alternate schedule for fieldwork to begin as soon as feasible in April 2017. ATC expects the field work to take two workers three days to complete (based on the expected scope of work outlined above). A draft copy of the PEA report will be made available to OSD approximately one month after all laboratory analytical data are received (May 2017). 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 expectation is to achieve DTSC review and complete the public comment period by the end of July 2017.



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 handwritten signature in blue ink, appearing to read 'Greg Buchanan', is positioned above the contact information for Greg Buchanan.

Greg Buchanan, PG
Senior Project Manager
Direct Line +1 323-517-9680
Email: greg.buchanan@atcassociates.com

A handwritten signature in blue ink, appearing to read 'Russ Greisler', is positioned above the contact information for Russ Greisler.

Russ Greisler, PG
Senior Geologist
Direct Line (323) 517-9648
Email: russ.greisler@atcassociates.com

Attachments: List of Assumptions
Estimated Cost Breakdown
Figure 1 – Site Plan with Proposed Boring Locations



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, once the District enters into an Environmental Oversight Agreement with 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 5:00 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 at additional fee.
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.



Estimated Cost Breakdown

Project Preparation, EOP Enrollment, and Scoping Meeting					
Principal	\$115.00	Hr.		6	\$690.00
Senior Project Manager	\$85.00	Hr.		20	\$1,700.00
				subtotal	\$2,390.00
Work Plan and HASP Preparation					
Principal	\$115.00	Hr.		7	\$805.00
Senior Project Manager	\$85.00	Hr.		20	\$1,700.00
CADD	\$45.00	Hr.		2	\$90.00
				subtotal	\$2,595.00
Field Investigation					
Senior Project Manager	\$85.00	Hr.		3	\$255.00
Project Geologist	\$75.00	Hr.		32	\$2,400.00
Senior Technician	\$65.00	Hr.		28	\$1,820.00
Utility Truck / Field Supplies	\$150.00	Day		4	\$600.00
Subcontractor - Utility Clearance	\$770.00	Total		1	\$770.00
Subcontractor - Soil Vapor	\$7,480.00	Lump		1	\$7,480.00
Lodging	\$120.00	Each		5	\$600.00
				subtotal	\$13,925.00
Fixed Laboratory Analysis					
EPA 8081 OCPs	\$100.00	Each		10	\$1,000.00
EPA 6010B (Arsenic)	\$50.00	Each		10	\$500.00
				subtotal	\$1,500.00
PEA Reporting					
Preliminary Endangerment Assessment*	\$5,500.00	Each		1	\$5,500.00
Ecological Screening Evaluation (Sub)	\$4,180.00	Each		1	\$4,180.00
				subtotal	\$9,680.00
PEA Support and Public Hearing Participation					
Principal	\$115.00	Hr.		6	\$690.00
Senior Project Manager	\$85.00	Hr.		15	\$1,275.00
				subtotal	\$1,965.00
GRAND TOTAL					\$32,055.00

* Lump sum amount to include report preparation and review (i.e. report writing, senior review, CADD time, clerical support, etc.) as described above.

Sub = Subcontractor



LEGEND

- SB-1 ● PROPOSED SOIL BORING LOCATION
- SV-1 ○ PROPOSED VAPOR BORING LOCATION



SCALE: 1" = 200'

SITE PLAN WITH PROPOSED BORING LOCATIONS
PROPOSED NEW SCHOOL SITE
 DORIS AVENUE AND NORTH PATTERSON ROAD
 OXNARD, CALIFORNIA

PROJECT NUMBER:	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	1
25 Cupania Circle Monterey Park, CA 91755 Ph: (323) 517-9780 *** Fax: (323) 517-9781		

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Contractor Contingency Allocation #001 for payment of Additional Work associated with the Lemonwood K-8 School Reconstruction Project (Morales/Cline/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, Kindergarten classroom building and playfields, hardscape and green space to service the new school.

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

This recommended agenda item provides for the Board’s consideration and approval of Contractor Contingency Allocation No. 001, which is for the cost of an interim access ramp and landing, serving relocatable classroom No.’s 909, 910, 911 and 912. The Interim Ramp became a requirement due to a discrepancy in the Construction Documents. The existing ramp and landing were found to conflict with required excavation for the new Multi-Purpose

Building's foundation. This Contractor Contingency Allocation does not increase the Contract duration time.

FISCAL IMPACT

Contractor Contingency Allocation No. 001 will be deducted from the Contractor Contingency of the GMP Construction Services Agreement in the amount of **Forty Thousand Eight Hundred Seventy-Two Dollars and Fifty-Four Cents** (\$40,872.54). The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project utilizing Measure R funds. The Remaining Contractor Contingency Balance after Allocation No. 001 will be **Seven Hundred Six Thousand Eight Hundred Thirty-Six Dollars and Forty-Six Cents** (\$706,836.46).

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #15-198 with Swinerton Builders to construct an interim accessibility ramp and landing to relocatable classroom No.'s 909, 910, 911 and 912, related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program, under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIAL

Attached:

- *Contractor Contingency Allocation No. 001 (2 Pages)*
- *Swinerton PCI No. 0018R1 (34 Pages)*
- *Construction Services Agreement #15-198 (19 Pages)*



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: December 7, 2016

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:

Swinerton Builders
 865 S. Figueroa St., Ste. 3000
 Los Angeles, CA 90017
 Attn: Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$ 747,709.00
NET CHANGE - ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATIONS	\$ 0.00
ADJUSTED CONTINGENCY SUM	\$ 747,709.00
NET CHANGE -	\$ 0.00

Total Contingency Allocations to Date: **(\$ 40,872.54)**

ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.:001 **\$ 706,836.46**

Commencement Date: **May 23, 2016**

Original Completion Date: **July 23, 2018**

Original Contract Time: **791 Calendar Days**

Time Extension for all Previous Contractor Contingency Allocations: **No Days**

Time Extension for this Contractor Contingency Allocation Order: **No Days**

Adjusted Completion Date: **July 23, 2016**

Percentage **0%**

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	Construct access ramp to Classrooms 909 to 912 (PCI # 0018R1, 9.23.2016)		\$40,872.54		
2.					
3.					
4.					
	Totals				

Total Contractor Contingency Allocation Approval No. 001 (PCI # 0018R1) \$ 40,872.54

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT., BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

DEPUTY SUPERINTENDENT, BUSINESS AND FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL:

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____



September 23, 2016

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

Attn: Mr. Yuri Calderon

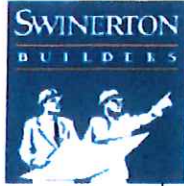
Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0018R1

Dear Mr. Calderon ,

We request a Change Order to our contract for the following:

Construction new temporary landings and ramps at existing portable classrooms. Provide new concrete walkway from new ramp across existing lawn area to existing hard surface. Replace fencing removed by District to facilitate District contractor. All work furnished and installed per authorization to proceed letter dated 07/28/2016.

Phase	Category	Description	Subcontractor	Quote
015522	71130 Material	Steel pipe handrails		1,629.00
015522	71130 Material	Signage, repair fence where removed for trailer relocation		775.65
015522	71130 Material	New 8ft. chainlink fence w/windscreen		3,065.50
015522	71130 Material	New concrete walkway - concrete place and finish		287.82
015522	71111 Labor	New concrete walkway - concrete place and finish		2,547.50
015522	71111 Labor	Repair fence where removed for trailer relocation		540.00
015522	71130 Material	New concrete walkway - form		120.00
061000	71140 Subcontractor	Paint new surfaces and deck coating	ABDELLATIF ENTERPRISES, INC.	4,169.33
061000	71140 Subcontractor	Wood frame landings and ramp. Add	ABDELLATIF ENTERPRISES, INC.	24,564.43
310010	71140 Subcontractor	New concrete walkway- clear and grub	GROUNDBREAKERS CONSTRUCTION INC	1,619.50
330200	71140 Credit	Credit value carried in bid for removal and replacement of portable building ramps		-5,000.00
			Subtotal	34,318.73
007480	71160	Subguard	1.15%	394.67
007410	71160	Builders Risk	0.6%	208.28
007420	71160	General Insurance	1.15%	399.20
007480	71160	P&P Bond	1%	253.53



991000	79999	Fee	15%	5,298.13
			Markup Subtotal	6,553.81
			PCI Total	40,872.54

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **40,872.54.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM

Date: 9/23/2016

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



14 September 2016

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

Attn: Mr. Yuri Calderon

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0018 Construct temporary ramp at existing portable classrooms

*SUPERCEDED
 BY PCO #
 0018 R1
 DATED
 SEPTEMBER 23, 2016*

Dear Mr. Calderon ,

We request a Change Order to our contract for the following:

Construction new temporary landings and ramps at existing portable classrooms. Provide new concrete walkway from new ramp across existing lawn area to existing hard surface. Repair existing chainlink fence removed by District to facilitate removal of existing portable classrooms.

Phase	Category	Description	Subcontractor	Quote
015522	71111 Labor	Repair fence where removed for trailer relocation		540.00
015522	71130 Vendor	New 8ft. chainlink fence w/windscreen		3,065.50
015522	71130 Material	New concrete walkway - concrete place and finish		287.82
015522	71111 Labor	New concrete walkway - concrete place and finish		2,547.50
015522	71130 Material	Signage, repair fence where removed for trailer relocation		775.65
015522	71130 Material	Steel pipe handrails		1,629.00
015522	71130 Material	New concrete walkway - form		120.00
061000	71140 Subcontractor	Paint new surfaces and deck coating	ABDELLATIF ENTERPRISES, INC.	4,169.33
061000	71140 Subcontractor	Wood frame landings and ramp. Add wood post embedded in concrete as directed	ABDELLATIF ENTERPRISES, INC.	24,564.43
310010	71140 Subcontractor	New concrete walkway- clear and grub	GROUNDBREAKERS CONSTRUCTION INC	1,619.50
			Subtotal	39,318.73
007480	71160	Subguard	1.15%	452.17
007410	71160	Builders Risk	0.6%	238.63
007420	71160	General Insurance	1.15%	457.36
007480	71160	P&P Bond	1%	303.53



991000	79999	Fee	15%	6,070.04
			Markup Subtotal	7,521.73
			PCI Total	46,840.46

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **46,840.46.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM

Date: _____

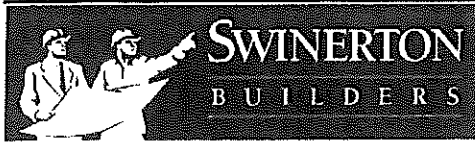
9/14/2016

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

*SUPERCEDED BY
PCO # 0018R1
DATED SEPTEMBER 23, 2016*



SWINERTON BUILDERS CONCRETE SERVICE

11731 Mitchell North, Suite 200
 Irvine, CA 92614
 Phone: (949) 622-7000
 Fax: (949) 622-3085

Ticket No.:

DAILY EXTRA WORK AGREEMENT

Customer: Swinerton Builders
 Project: Lemonwood
 Job Number: 16055106- PCI 0018
 Phase Cost:

Date: 7/13/2016
 Day: Wednesday
 SBCS Reference Number:
 SBBG Reference Number:

A. DESCRIPTION OF WORK

Repair chainlink fence where District opened for portable trailer removal

B. LABOR

EMPLOYEE NAME	CLASS	HOURS			RATE			Amount
		ST	OT	DT	ST	OT	DT	
Danial Renderous	Carp App	8			68			540
								0
								0
								0
								0
								0
								0
								0
TOTAL LABOR								540

C. MATERIAL

DESCRIPTION	QUANTITY	WM	COST	TAX	FREIGHT	MARK-UP	Amount
TOTAL MATERIAL							0

D. EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	QUANTITY	WM	COST	TAX	FREIGHT	MARK-UP	Amount
TOTAL EQUIP./SUB'S							0

SWINERTON REPRESENTATIVE

DATE

OWNER'S REPRESENTATIVE

DATE

FENCE FACTORY RENTALS
 PO BOX 7420
 VENTURA, CA 93006-7420

Sold SWINERTON BUILDERS
 To 2300 CLAYTON RD STE800
 CONCORD, CA 94520

Ship 2200 CARNEGIE CT
 To LEMONWOOD SCHOOL
 OXNARD, CA

Phone: (805)644-4617
 Fax: (805)644-0309

INVOICE NO: 098993
 Date: 08/15/16
 Page No: 1

Cust 11330
 Salesman JS

Ship date 08/12/16 Ship via CHANGE ORDER
 Terms DUE UPON RECEIPT

Quantity	Unit	Item Number	Description	Price	Unit	Extension
1	EACH	7	TEMP FENCE CHANGE ORDER ADDED NEW TO SITE: 170' OF 8' TALL C/LINK, 170' OF 8' TOP RAIL, 170' OF 8' BLK S/CLOTH, 48' OF 6' TALL FENCE PNL'S 24' OF 6' GREEN S/CLOTH, RELOCATED 60' OF C/LINK, PANELS AND S/CLOTH CONVERTED 24' OF C/LINK PANELS IN A 24' D/D GATE	3065.50	EA	3,065.50

Please return bottom portion with payment
 Str: 66 Reg: 661 Dpw: 661 Usr: NW
 AR 3,065.50 Cust: 11330 I 606653

RECEIVED ON
 AUG 18 2016

AT CONCORD OFFICE
 BY CRYSTAL STAMM

Total	3,065.50
Pmt Rec'd	00.00
Bal Due	3,065.50
Sales Tax	.00
Payment	3,065.50

FENCE FACTORY RENTALS
 PO BOX 7420
 VENTURA, CA 93006-7420

Signature: _____

Holliday Rock Co., Inc.

1401 N BENSON AVE
UPLAND, CA 91786

INVOICE

827345

Date 8/11/2016

Bill To:

SWINERTON BUILDERS
2300 CLAYTON ROAD STE.800
CONCORD, CA 94520

Ship To:

SWINERTON BUILDERS
2200 Carnegie Ct
Lemonwood Elementary School
Oxnard

Purchase Order No. 16055106
Cust Job No

Total Invoice

Discount Available
\$0.00

Customer ID
SWINE001

This invoice is in Imperial Units of Measure
(i.e. 16 ounces=1 pound/2,000 lbs=1 ton,etc.)

Master No.
662,858

Ticket	Item Number	Description	Shipped	U of M	Unit Price	Ext. Price
127004657	3F25L000	2500PSI 1" 0.65WCR W/ A	3.00	CU Yards	\$75.50	\$226.50

RECEIVED ON

AUG 18 2016

AT CONCORD OFFICE
BY CRYSTAL HAMMER

IF PAYMENT IS MADE BY 10th OF MONTH FOLLOWING PURCHASE, YOU MAY DEDUCT THE DISCOUNT SHOWN ABOVE. Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and Holliday Rock Co., Inc. shall be entitled to a reasonable sum as and for collection costs and attorneys' fees whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2% per month (18% per annum). PLEASE PAY FROM THIS INVOICE.

Total Yards/Tons 3.00
Total Environmental Fee(s) \$40.00
Total Standby \$0.00

Subtotal	\$266.50
Misc	\$0.00
Tax	\$21.32
Freight	\$0.00
Total	\$287.82

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: Swinerton Builders DATE: 8/9/2016 DAY: Tuesday
 PROJECT: Lemonwood SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST 4000

DESCRIPTION OF WORK:

Fine grade and set up edge form for temporary ramp. Work was performed per the direction of Wayne miller.

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
Adam Durand	GF.	2			82.50			2
Jorge Martinez	JC	4			72.50			4
Sam Cota	JC	4			72.50			4
Daniel Runderows	APP	4			67.50			0
								0
								0
								0
								0
								0
								0
								0
Total Labor								18 hrs.

MATERIALS

DESCRIPTION	Q*/QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
2 x 6 x 20	2						40
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
	0				
Verify Time & Materials Billing					
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

Robert DiPietro
SWINERTON REPRESENTATIVE

8/10/2016
DATE

Wayne Miller
OWNER'S REPRESENTATIVE

8/13/16
DATE

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: Swinerton Builders DATE: 8/10/2016 DAY: Wednesday
 PROJECT: Lemonwood SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST 4000

DESCRIPTION OF WORK:

Re work ramp formwork per the direction of wayne Miller, the school made changes to the landing area.

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
Jorge Martinez	JC	2			72.50			2
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total Labor								2

MATERIALS

DESCRIPTION	Q*/QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
2 x 6 x 20	2						40
Bundle wood stakes							40
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
	0				
<i>Vendor Time & Material Only</i>					
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

Robert DiPietro
SWINERTON REPRESENTATIVE

8/10/2016
DATE

Wayne Miller
OWNER'S REPRESENTATIVE

8/15/16
DATE

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: Swinerton Builders DATE: 8/11/2016 DAY: Thursday
 PROJECT: Lemonwood SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST 4000

DESCRIPTION OF WORK:

Place and Finish concrete at new temp ramp.

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
Adam Durand	Gf	1	82.50					1
Jorge Martinez	JC	8	72.50					8
Sam Cota	JC	8	72.50					8
								0
								0
								0
								0
								0
								0
								0
Total Labor								17

MATERIALS


DESCRIPTION	Q*/QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Holiday Ready Mix Mix #3F25L000	3						
Total Materials							

EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
	0				
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

Robert DiPietro
SWINERTON REPRESENTATIVE

8/11/2016
DATE


OWNER'S REPRESENTATIVE

8.15.16
DATE

Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: Swinerton Builders DATE: 8/12/2016 DAY: Friday
 PROJECT: Lemonwood SB JOB NO. 16055106
 CONTRACT NO. _____ WO NO. _____ SB COST 4000

DESCRIPTION OF WORK:

Strip remaining formwork and perform final clean of new ramp area.

LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
								0
Jorge Martinez	JC	1			72.50			1
Sam Cota	JC	1			72.50			1
								0
								0
								0
								0
								0
								0
Total Labor								2

MATERIALS

DESCRIPTION	Q*/QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

EQUIPMENT/SUBCONTRACTORS

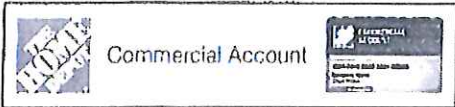
DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
	0				
<i>Vehicle Time Owing</i>					
TOTAL EQP./SUB'S					
PAGE TOTAL					

Robert DiPietro
SWINERTON REPRESENTATIVE

8/11/2016
DATE

[Signature]
OWNER'S REPRESENTATIVE

[Signature]
DATE



Commercial Account

RECEIVED ON

INVOICE

Invoice #: **5061004**

Please pay from this invoice.

SWINERTON BUILDERS
2300 CLAYTON ROAD SUITE 800
ATTN: A/P

JUL 21 2016

AT CONCORD OFFICE
BY CRYSTAL HAMMER

Account **6035 3225 0427 9757**
Amount Due **\$356.61**
Transaction Date **07/12/16**
Payment Due Date **08/11/16**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
	MILLER WAYNE	MILLER WAYNE	16055106	
Store / Register #: 1040, OXNARD, CA / 6				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
POST	00003208570001300002	1.0000	EA	\$12.48	\$12.48
POST	00003208570001300002	1.0000	EA	\$12.48	\$12.48
POST	00003208570001300002	1.0000	EA	\$12.48	\$12.48
POST	00003208570001300002	1.0000	EA	\$12.48	\$12.48
POST	00003208570001300002	1.0000	EA	\$12.48	\$12.48
TERMINALPOST	00009676190001300002	1.0000	EA	\$12.98	\$12.98
TERMINALPOST	00009676190001300002	1.0000	EA	\$12.98	\$12.98
TERMINALPOST	00009676190001300002	1.0000	EA	\$12.98	\$12.98
TENSION BAR	00009243180001300002	1.0000	EA	\$5.45	\$5.45
TIE DOWNS	00001267240000300006	1.0000	EA	\$13.87	\$13.87
RPLBLDKNIFE	00001849850000100006	1.0000	EA	\$1.28	\$1.28
POST	00003208570001300002	1.0000	EA	\$12.48	\$12.48
XTRAHDKNFBLD	00002616960000100006	1.0000	EA	\$2.98	\$2.98
DISCOUNT	00000000000000000005	1.0000	EA	\$0.20	\$0.20
RATCHET TIE	00006418460000300006	1.0000	EA	\$9.88	\$9.88
10LBTENWIRE	00006234580001300002	1.0000	RL	\$23.98	\$23.98
BC FIR PLY	00005788610000100004	1.0000	EA	\$28.77	\$28.77
CA LBR FEE	00009997350002000001	1.0000	EA	\$0.28	\$0.28

continued

Questions About Your Account ACCT MGR CARRIE BYRNE EXT 4676569 PHONE 1-800-494-1946 Billing Inquiries PO BOX 760340 ST LOUIS, MO 63179
 EMAIL CARRIE.L.BYRNE@CITI.COM FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Page 1 of 4 This Account is issued by Citibank, N.A..

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records

Your Account Number is 6035 3225 0427 9757



THE HOME DEPOT
P.O. Box 790420
St. Louis, MO 63170

For proper credit, please write
6035 3225 0427 9757
on your check and enclose
with this payment coupon.

Amount Due **\$356.61**
Due Date **August 11, 2016**
Invoice Number **5061004**

Amount Enclosed: \$

Print address changes on the reverse side.
Make Checks Payable to

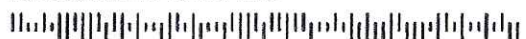
Invoice Enclosed

HK00329076 1 AV 0.376 MT132823 TMN 001108 1637



SWINERTON BUILDERS
2300 CLAYTON ROAD SUITE 800
ATTN: A/P
CONCORD, CA 94520-2166

HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2504279757
PO BOX 9001043
LOUISVILLE KY 40290-1043



03400 0000000 0035661 0000000 06035322504279757 1203

0164
MSP



Commercial Account



Remit payment and make checks payable to:
HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2504279757
PO BOX 9001043
LOUISVILLE, KY 40260-1043

INVOICE

Invoice #: **5061004** cont.

Account 6035 3225 0427 9757
Transaction Date 07/12/16
Payment Due Date 08/11/16

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BC FIR PLY	00005788610000100004	1.0000	EA	\$28.77	\$28.77
CA LBR FEE	00009997350002000001	1.0000	EA	\$0.28	\$0.28
POST DRIVER	00001082350001300004	1.0000	EA	\$27.94	\$27.94
REBAR TIWIRE	00005723650000900009	1.0000	EA	\$3.98	\$3.98
450ORBARRIER	10013600960001300007	1.0000	EA	\$27.73	\$27.73
TENSION BAR	00009243180001300002	1.0000	EA	\$5.45	\$5.45
STCHR BAR	00008718770001300002	1.0000	EA	\$35.98	\$35.98

SUBTOTAL	\$330.24
TAX	\$26.37
SHIPPING	\$0.00
TOTAL	\$356.61

Please pay from this invoice.



beck steel inc.

August 2, 2016

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, CA 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

BCP# 1

Nalani,

Please find below our estimated cost associated with scope changes as a result of added 2 rails per ASK 3 & 4. Installation is excluded.

The scope of the change is as follows:

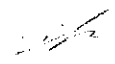
Detailing	\$180
Engineering	\$0
Material	\$0
Joists	\$0
Deck	\$0
Other Buyouts	\$0
Fab Farmout	\$1,135
Freight	\$0
Tax on Material	\$91
	<hr/>
Subtotal:	\$1,406
15% Markup:	\$211
Total Field Cost per Attached:	\$0
	<hr/>
5% OH&P	\$0
Subtotal:	\$1,617
Bond Cost:	\$12
Total Change Order Request:	\$1,629

Requested Change in Subcontract Time due to this change (Calendar Days) 0

The requested extension to the Subcontract Schedule reflects ___ additional days for fabrication and ___ for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,


Shea Kerr / cf
Project Manager
Beck Steel, Inc.
(806) 722-4874



Change Order # 1

DATE: August 17, 2016

PROJECT: Lemonwood K-8 School LLB

Cost proposal associated with building temporary ramps.

Description: Cost associated with building temporary ramps and adding posts in concrete holes.

Description: Temporary ramps				
Base cost				\$ 20,000.00
Subtotal				\$ 20,000.00

Details adding posts in concrete holes				
Description	Qty	Unit	Unit Price	Extension
See attached receipts				\$ 1,527.95
Material Subtotal				\$ 1,527.95
Material Sales Tax				\$ -
Material Total				\$ -
Labor	38		\$ 64.24	\$ 2,441.12
Subtotal				\$ 3,969.07
Profit & Overhead	15%			\$ 595.36
Subtotal for changed details				\$ 4,564.43

Change Order Total: \$ 24,564.43



DAILY TIME AND MATERIAL RECORD

Project Name: Lemonwood K8
Project Description: temp Portable deck and ramp
Issued To: Swinerton

Report No.: 1
Date Performed: 8/4/2016
Date of Report: 8/4/2016
CD No.:

dig 10 footings to add 4x6 post at ramp (Martin Palacios) 8 Hrs (Jorge Serrano) 8 Hrs per superintendent

No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:
Dig 10 footings 12x12 x24
2 men 8 Hrs
total Hrs 16

Material Description:
0

VEHICLE TIME ONLY

Approval Issued By: [Signature] SUPER WAYNE MILLER 8/15/16
Signature & Title Name (Printed) Date



DAILY TIME AND MATERIAL RECORD

Project Name: Lemonwood K8
Project Description: temp Portable deck and ramp
Issued To: Swinerton

Report No.: 2
Date Performed: 8/4/2016
Date of Report: 8/4/2016
CD No.: _____

mix concrete add 10 post and 10 beams with HUC hangers at ramp (Jorge Serrano)8 Hrs (Martin Palacios)8 Hrs

No Cost Change Cost Change Costs Associated With Ref # _____

Labor Description:

add 10 4x6x6' post
Mix 29 bags of 60 lb concrete mix
set 10 4x6x8' beams /HUC46
2 men 8 hrs

total Hrs 16

Material Description:

5- 4x6x12' P.T.
10-4x6x8' Pt
29- bags of 60 lb concrete mix
18- HUC46

VERIFY TIME & MATERIALS ONLY

Approval Issued By:

Wayne Miller
Signature & Title

WAYNE MILLER
Name (Printed)

8-15-16
Date



DAILY TIME AND MATERIAL RECORD

Project Name: Lemonwood K8
Project Description: temp Portable deck and ramp
Issued To: Swinerton

Report No.: 3
Date Performed: 8/8/2016
Date of Report: 8/8/2016
CD No.: _____

screw floor down per superintendent request
(Joerge Serrano)3 Hrs (Martin Palacios) 3 Hrs

No Cost Change Cost Change Costs Associated With Ref # _____

Labor Description:

screw floor 2 men 3 Hrs

total Hrs 6 Hrs

Material Description:

4 boxes 5 lb-of 2 1/2 ext.deck screws

NET TIME & MATERIAL ONLY

Approval Issued By:

Wayne Miller Super
Signature & Title

WAYNE MILLER
Name (Printed)

8-15-16
Date



LOWIE'S HOME CENTERS, LLC
301 WEST GAZZALLI ROAD
OXFORD, CA 95056 (HWP) 981-2330

- SALE -

SALERS: F01LANE2 13 FRANCH 32018254 08-12-16

420762 15-OZ PRO SAFE Y BLM MARK 4.38
760479 12-OZ GLS FIS P BFM P VA 3.38

SUBTOTAL 8.36
TAX 0.72
INVOICE 12756 TOTAL 9.38
DEBIT 9.58

ENTR:XXXXXXXXXXXX5575 AMOUNT 9.68 AUTHCD:311212
SW PEG REFID:1911202971 08/12/16 09:11:26
TRACE:1092HWP0

PURCHASE CASH BACK TOTAL DEBIT
9.63 0.00 9.68

STORE: 1941 TERMINAL: 12 (8/12/16 09:12:03)
OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWIE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: PAUL DE COSLEY

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%
SEE STORE FOR DETAILS.

* YOUR OPINION COUNTS *
* REGISTER FOR A CHANCE TO BE *
* ONE OF FIVE \$500 WINNERS (DRAW MONTHLY) *
* REGISTRESE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$500 *
* *
* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* YOUR FIRST 12 MONTHS 1941 225 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1941 TERMINAL: 12 (8/12/16 09:12:03)

8.58

HDSUPPLY

HOME IMPROVEMENT SOLUTIONS

1006 HHS Venture
 2625 Johnson Drive
 Ventura, Ca 93003
 805-339-0154

052703020290 0000021503 8/3/2016 16:39 49953

815432

Credit voucher issued (if any): \$ 0.00

ITEM NAME	QTY	PRICE	TOTAL
137737	19	Piece @ \$ 2.94/Piece	55.86
Bog-Fence Post Conc. 50#			
Subtotal			\$ 55.86
CA Ct V403	7.50		4.19
Total			\$ 60.05

Card payment
 VISAXXXXXXXXXX5515 \$ 60.05

RECEIPT REQUIRED FOR REFUND OR EXCHANGE.
 MUST BE MADE WITHIN 90 DAYS.

771.68

HDSUPPLY

HOME IMPROVEMENT SOLUTIONS

1006 HHS Venture
 2625 Johnson Drive
 Ventura, Ca 93003
 805-339-0154

052703020420 0000021443 8/5/2016 12:29 49953

815479

Credit voucher issued (if any): \$ 0.00

ITEM NAME	QTY	PRICE	TOTAL
598987	17	Piece @ \$ 26.81/Piece	455.77
1111 8" OC 19/32 (0.576in-46inX95in)			

Subtotal \$ 455.77
 CA Ct V403 7.50 \$ 34.18
 CA Lumber 1.00 \$ 4.56
 Total \$ 494.51

Card payment
 VISAXXXXXXXXXX5515 \$ 494.51

RECEIPT REQUIRED FOR REFUND OR EXCHANGE.
 MUST BE MADE WITHIN 90 DAYS.

HDSUPPLY

HOME IMPROVEMENT SOLUTIONS

1006 HHS Venture
 2625 Johnson Drive
 Ventura, Ca 93003
 805-339-0154

052701034142 0000035323 8/1/2016 16:07 49705

815036

Credit voucher issued (if any): \$ 0.00

ITEM NAME	QTY	PRICE	TOTAL
908707	10	Piece @ \$ 15.66/Piece	156.60
2x6-16 FT GREEN (1.5in X 5.5in-16ft)			

802694 802694 6 Piece @ \$ 7.32/Piece
 Pier Block W/Strip 12" 43.92

Subtotal \$ 200.52
 CA Ct V403 7.50 \$ 15.04
 CA Lumber 1.00 \$ 1.56
 Total \$ 217.12

Card payment
 VISAXXXXXXXXXX5515 \$ 217.12

RECEIPT REQUIRED FOR REFUND OR EXCHANGE.
 MUST BE MADE WITHIN 90 DAYS.



LOWE'S HOME CENTERS, LLC
301 WEST BONZALES ROAD
OXHARD, CA 92336 (603) 981-2330

SALES#: 51941K61 1625132 TRANS#: 86270796 08-03-16

138447 USP FCMT HMR 4LX61K-6I 132.30
16 0 7.35
86551 4-6-8 BROWNTONE ACQ PT 154.16
0 0 19.27
CA LUMBER FEE 1.54
334577 4-6-12 BROWNTONE ACQ PT 31.97
CA LUMBER FEE 0.32

SUBTOTAL: 320.29
TAX: 25.47
INVOICE 01791 TOTAL: 345.76
VISA: 345.76

VISA:XXXXXXXXXX515 AMOUNT:345.76 AUTHCD:003520
CHIP REFID:194101011531 08/03/16 17:58:32
APL: VISA DEBIT TUR: 8080008000
AID: 8000000031010 TSI: 6800

STORE: 1941 TERMINAL: 01 08/03/16 17:34:00
OF ITEMS PURCHASED: 27
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
THE LOWE'S RETURN POLICY.

594110



LOWE'S HOME CENTERS, LLC
301 WEST BONZALES ROAD
OXHARD, CA 92336 (805) 981-2330

SALES#: 51941SF1 2149901 TRANS#: 2180986 08-02-16

10387 63-LB CONCRETE MIX 29.70
10 0 2.97
86551 4-6-8 BROWNTONE ACQ PT 38.54
2 0 19.27
CA LUMBER FEE 0.39
334577 4-6-12 BROWNTONE ACQ PT 159.65
5 0 31.97
CA LUMBER FEE 1.60

SUBTOTAL: 230.08
TAX: 18.26
INVOICE 02383 TOTAL: 248.34
VISA: 248.34

VISA:XXXXXXXXXX515 AMOUNT:248.34 AUTHCD:023619
CHIP REFID:194102047671 08/02/16 16:36:31
APL: VISA DEBIT TUR: 8080008000
AID: 8000000031010 TSI: 6800

STORE: 1941 TERMINAL: 02 08/02/16 16:37:00
OF ITEMS PURCHASED: 17



More saving.
More doing.

STORE MGR RAMON MONTES 805-983-0653
RAMON_MONTES@HOMEDEPOT.COM
1040 00056 19721 08/04/16 05:49 PM
CASHIER SELF CHECK OUT

045622034613 EXTDECK5LB <A>
GBR 8 X 2-1/2 EXT DECK FENCE 5LB 98.91
3032.97

SUBTOTAL 98.91
SALES TAX 7.91
TOTAL \$106.82
XXXXXXXXXXXX5515 DEBIT USD\$ 106.82

AUTH CODE 180377
Chip Read Verified By PIN
AID A000000980840 US DEBIT
TVR 8080048000
IAD 06010A03602000
TSI 6800
ARC 00



1040 56 19721 08/04/2016 4458

RETURN POLICY DEFINITIONS
POLICY ID 1 DAYS 90 POLICY EXPIRES ON 11/02/2016
A THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

ENTERED FOR A CHANCE



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STORE MGR RAMON MONTES 805-983-0653
RAMON_MONTES@HOMEDEPOT.COM
1040 00056 19747 08/04/16 05:51 PM
CASHIER SELF CHECK OUT

885911359733 15PC1PH2 <A>
DEWALT 1-IN PHILLIPS #2 MAXFIT 15PC 5.97
SUBTOTAL 5.97
SALES TAX 0.48
TOTAL \$6.45

XXXXXXXX2145 STORE CREDIT 6.45
CARD BALANCE 8.64
TA



1040 56 19747 08/04/2016 4458

RETURN POLICY DEFINITIONS
POLICY ID 1 DAYS 90 POLICY EXPIRES ON 11/02/2016
A THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT CARD!

Tell us about your store visit!
Complete our short survey and
enter for a chance to win it

www.homedepot.com/survey

PARTICIPE EN UNA



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More doing.

STORE MGR RAMON MONTES 805-983-0653
RAMON_MONTES@HOMEDEPOT.COM
1040 00059 56826 08/08/16 02:06 PM
CASHIER SELF CHECK OUT

073291326128 2X6-12 GDF <A>
2X6-12FT #2/BTR PRIME DOUG FIR 6.68
0000-999-735 CA LB FEE -A,U- 0.06N
CA LUMBER FEE
NLP Savings \$3.00
045622034613 EXTDECK5LB <A>
GBR 8 X 2-1/2 EXT DECK FENCE 5LB 30.67
NLP Savings \$3.30

SUBTOTAL 36.41
SALES TAX 2.91
TOTAL \$39.32
XXXXXXXX5515 DEBIT USD\$ 39.32

AUTH CODE 230540
Chip Read Verified By PIN
AID A000000980840 US DEBIT
TVR 8080048000
IAD 06010A03602000
TSI 6800
ARC 00

<U> - NON-DISCOUNTABLE ITEM
NEW LOWER PRICE (NLP) SAVINGS \$3.30



1040 59 56826 08/08/2016 6613

RETURN POLICY DEFINITIONS

152.59

YARD ORDER

Page: 1



Ave. Suite 100 P.O. CA 92517
/ Fax (951) 275-0825

Order # 451657

Cust. # 102829 Job # 25117
Customer HASSELBLAD LUMBER SALES Job GENERAL ACCOUNT
2102 N. PEARL ST #301 GENERAL ACCOUNT
TACOMA WA 98406

RIVERSIDE CA

Contact 253 752-6123 Tract: xxxxxx Lot:

Your Order #: 14833-A	Ordered By:	Salesman: 5	Special Instructions: W/C MONDAY 6:30	Date Required: JUL 28, 2016
-----------------------	-------------	-------------	---------------------------------------	-----------------------------

Item	Product Code	Pieces	Size	Length	Description	Footage
1	30D		2x6	660 lf	1&2 DF S4S KD 33/20'	660
4	40-17		2x8	190 lf	1&2 DF S4S KD 9/20' 1/10'	254
7	308D	190	2x6	8	1&2 DF S4S KD	1,520
8	907	34	4x8		3/4 PLY T&G 23/32	1,088
9	934	30	4x8		5/8" PREM PLYSAWN PLY	960
12	320-CQ	8	2x6	20	1&2 DF S4S PT ACQ.40	160
13	310-CQ	1	2x6	10	1&2 DF S4S PT ACQ.40 REF PO# 132172-J JONES 08/01/17	10
Total						4,652

ARRIVED @ - 11:00 AM - C.P.
OFFLOADED @ - 1:30 PM - C.P.

I hereby certify that the material listed above was delivered by me at the job shown above.
On (date): 8/1/16 At (time): 11:00 AM By (driver): JAVIER LIMON
These materials were furnished for and are to be used in and upon the premises described above.
Received above [Signature] (owner, foreman or man in charge of job sign here)

Cartage	Flat
/M	

Not responsible for damage in delivery beyond curb



Change Order # 2

DATE: August 17, 2016

PROJECT: Lemonwood K-8 School LLB

Cost proposal associated with painting deck and ramp

Description: Cost associated with painting the deck and temporary ramp

Description	Qty	Unit	Unit Price	Extension
See attached				\$ 1,055.90
Material Subtotal				\$ 1,055.90
Material Sales Tax				\$ -
Material Total				\$ -
Labor	40		\$ 64.24	\$ 2,569.60
Labor (Overtime Foreman)	4		\$ 92.56	\$ 370.24
Labor (Overtime)	4		\$ 87.40	\$ 349.60
Subtotal				\$ 3,625.50
Profit & Overhead	15%			\$ 543.83
Total Change Order				\$ 4,169.33



DAILY TIME AND MATERIAL RECORD

Project Name: Lemonwood K8
Project Description: temp Portable deck and ramp
Issued To: Swinerton

Report No.: 6
Date Performed: 8/12/2016
Date of Report: 8/12/2016
CD No.: _____

2 more coat's of paint the deck and ramp floor
((Martin Palacios) 8 Hrs

No Cost Change Cost Change Costs Associated With Ref # _____

Labor Description:

2 more coat's of paint to the deck and ramp

total Hrs 8 Hrs

Material Description:

10 gal of paint

VERIFY TIME & MATERIAL ONLY

Approval issued By:

Wayne Miller SUPER
Signature & Title

WAYNE MILLER
Name (Printed)

8/15/16
Date



DAILY TIME AND MATERIAL RECORD

Project Name: Lemonwood K8
Project Description: temp Portable deck and ramp
Issued To: Swinerton

Report No.: 5
Date Performed: 8/10/2016
Date of Report: 8/10/2016
CD No.:

paint the deck and ramp floor
(Joerge Serrano)8 Hrs(Martin Palacios) 8 Hrs

No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:
paint the deck and ramp floor
total Hrs 16 Hrs

Material Description:
4 gal of paint

VERIFY TIME & MATERIAL ONLY

Approval Issued By: [Signature] SUPER Name (Printed) WAHNE MILLER Date 8-15-16



DAILY TIME AND MATERIAL RECORD

Project Name: Lemonwood K8
Project Description: temp Portable deck and ramp
Issued To: Swinerton

Report No.: 4
Date Performed: 8/9/2016
Date of Report: 8/9/2016
CD No.:

Primer and paint siding on the deck
(Joerge Serrano) 8 Hrs (Martin Palacios) 8 Hrs

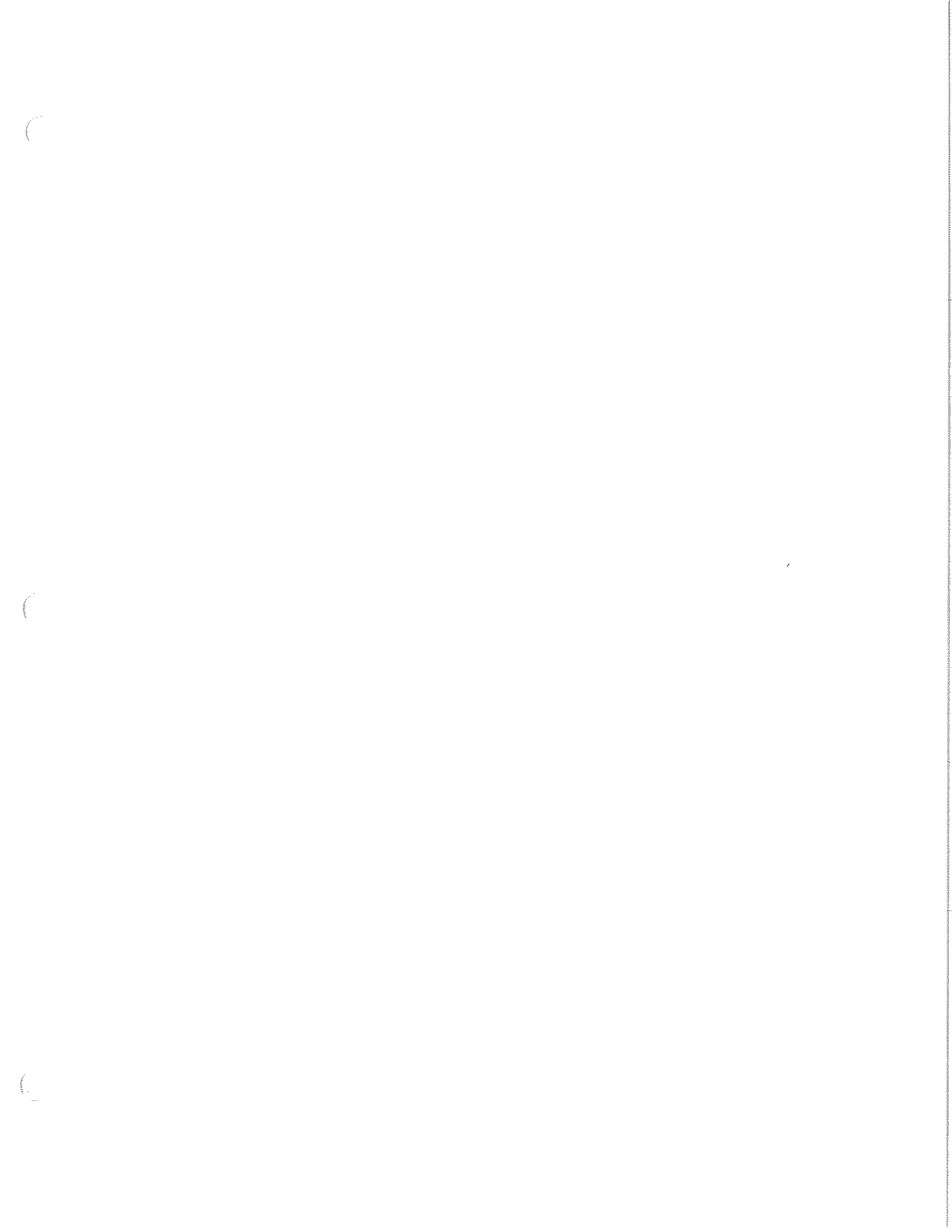
No Cost Change X Cost Change Costs Associated With Ref #

Labor Description:
primer and paint siding
total Hrs 16 Hrs

Material Description:
6 gal of primer
6 gal of paint

VERIFY TIME & MATERIALS ONLY

Approval Issued By: [Signature] SUPER Name (Printed): WAYNE MILLER Date: 8/5/16





DAILY TIME AND MATERIAL RECORD

School Name: _____
Project Name: Lemonwood K8
Project Description: paint and install handrail
Issued To: Swinerton

Report No.: 7
Date Performed: 8/17/2016
Date of Report: 8/18/2016
CD No: _____

Description of Added Scope of Work:

paint and install handrail at ramps

No Cost Change

Cost Change

Costs Associated With Ref # _____

Labor Description:

paint and install handrail at overtime rates

2 men 4 hours each

Material Description:

paint and misc hardware \$60.00

Approval Issued By

Signature & Title

Name (Printed)

Date

Dunn-Edwards Paints
 Culver City Store
 5777 Washington Blvd
 (323) 935-0487
 ** Cash Take **
 FLORES PAINTING
 Acct#: 753
 DE#: 2035426771
 Color-Ark#: 03556612341746

ITEM	QTY	PRICE
RUST-262366-1	10	399.90T
Porch/Floor Low VOC ANTSKD WHT BS ea		
39.99 each		
Mfr: OF		
Mfr Color: 1-2.13-28 gal		
PCF-R-L-1	10	7.50T
AB 1343 Recovery Fee		
0.75 each		
M9DES	1	4.99T
Microfiber Cover 9x3/8in		
M9DES	1	4.99T
Microfiber Cover 9x3/8in		
400-2	1	1.19T
Chip Brush 2in		

Subtotal: \$418.57
 Sales Tax: \$39.74
 Total: \$458.31
 Debit Card: \$458.31
 Auth Code: 661374
 Visa Debit #7103
 Change: \$0.00

Purchaser: BRIAN FLORES
 PO#: 1
 Loyalty Program Information:
 Loyalty Number: ****753
 Current Balance: 0.00
 Previous Quarter Balance: 0.00
 Accumulated Points: 0
 New Balance: 0

For CPSC Compliance Certificate, visit

995.98
 Paint

Dunn-Edwards Paints
 Oxnard Store
 685 E Ventura Blvd
 (805) 981-2990
 ** Cash Take **
 LA ALDEA CONSTRUCTION INC.
 Acct#: 212
 DE#: 2029383750
 Color-Ark#: 02956788874106

Dunn-Edwards Paints
 Oxnard Store
 685 E Ventura Blvd
 (805) 981-2990
 ** Cash Take **
 LA ALDEA CONSTRUCTION INC
 Acct#: 212
 DE#: 2029383990
 Color-Ark#: 02956792935650

ITEM	QTY	PRICE
SSHL40-0-L-5	1	117.54T
SPARTASHIELD Ext Low Sheen L Tint W [DE] DEC 763 OATMEAL COOKIE		
PCF-R-L-5	1	1.60T
AB 1343 Recovery Fee		
UGPRO0-1-WH-5	1	107.70T
ULTRA-GRIP Premium [DE] DEC 763 OATMEAL COOKIE		
PCF-R-L-5	1	1.60T
AB 1343 Recovery Fee		
18065	4	6.28T
Alex Pntrs Caulk Wht (18670) 1.57 each		
E934	2	7.98T
Emerald Cover 9inx3/4in 3.99 each		
400-2SA	2	2.38T
Chip Brush Sash 2in 1.19 each		
OPT2	2	10.18T
Orange Prem Tape 48mm 5.09 each		
R612	1	3.99T
Emer Slim Jim Cover 6inx1/2in		
Subtotal		\$259.25
Sales Tax		\$20.75
Total		\$280.00
CreditCard		\$280.00
Auth Code: 024516 Visa #5515		
Change		\$0.00

Purchaser: FERNANDO CONTRERAS
 Suspend# 5678887

ITEM	QTY	PRICE
SSHL40-0-L-1	1	23.69T
SPARTASHIELD Ext Low Sheen L Tint W [DE] DEC 763 OATMEAL COOKIE		
PCF-R-L-1	1	0.75T
AB 1343 Recovery Fee		
UGPRO0-1-WH-1	1	21.91T
ULTRA-GRIP Premium [DE] DEC 763 OATMEAL COOKIE		
PCF-R-L-1	1	0.75T
AB 1343 Recovery Fee		
RUST-262367-1	1	39.99T
Porch/Floor Low VOC ANTSKO BS Sat ga Mfr OF Mfr Color: Dove gray/ Rust o leum		
PCF-R-L-1	1	0.75T
AB 1343 Recovery Fee		
RUST-262366-1	3	119.97T
Porch/Floor Low VOC ANTSKO WHT BS ga 39.99 each Mfr: OF Mfr Color: Dove Gray/ rust o leum		
PCF-R-L-1	3	2.25T
AB 1343 Recovery Fee 0.75 each		
OPT2	3	15.27T
Orange Prem Tape 48mm 5.09 each		
H9DEM	3	11.97T
Microfiber Cover 9x9/16in 3.99 each		
400-2SA	1	1.19T
Chip Brush Sash 2in		
Subtotal		\$238.49
Sales Tax		\$19.10
Total		\$257.59
CreditCard		\$257.59
Auth Code: 035809 Visa #5515		
Change		\$0.00

Purchaser: FERNANDO CONTRERAS
 Suspend# 5679293



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
8/23/16	3567

Bill To
Swinerton Builders
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info
Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033

Qty	Description	Rate	Amount
BROKE OUT ASPHALT BY EXS. SCHOOL BUILDINGS ON 8/1/16			
3.5	Operator	95.00	332.50
3.5	Bobcat T300	140.00	490.00
2.5	Komatsu WA500	220.00	550.00
	Subtotal		1,372.50
1	18% Overhead and Profit	247.00	247.00

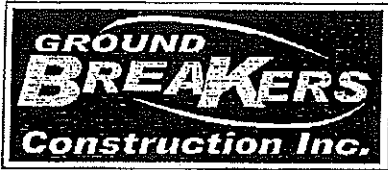
Total \$1,619.50

Payments/Credits \$0.00

Balance Due \$1,619.50

Prepared by: _____ Verified by: _____

*Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.*



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT log sheet

Date: 8/1/16

Customer Name: Swinerton builders

GBC Job #: 1667

Job Name / Address: Lemonwood school

Customer Job #: 14055/04

Description of Work: Broke out asphalt by exs. school buildings

Equipment Mobilization **SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET**

IN / OUT	Machine	Carrier	Rate	Total

Labor Record

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>Lloyd Pott</u>	<u>0</u>	<u>12:00</u>	<u>3:30</u>		<u>3.5</u>		

Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)

Type	Machine	Hours	Rate	Total
<u>Track loader</u>	<u>T300</u>	<u>3.5</u>		
<u>wheel loader</u>	<u>WA500</u>	<u>2.5</u>		

Material Record

	Quantity	Total
<u>VEHICLE TIME ONLY</u>		

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 841N / Bomag BW177 / Stone Smooth Drum
Trucks	Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wucker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

Approved By:	Subtotal:
<u>WA</u>	8% Overhead:
Client	10% Profit:
<u>SWINERTON</u>	Total:
Contractor	

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the 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.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents 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 Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

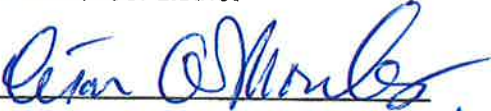
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 12/7/16

- | | | | |
|--------------|-----------------------|-------------------------------------|-------------------------------------|
| | Study Session: | _____ | |
| | Closed Session | _____ | |
| A-1. | Preliminary | _____ | |
| A-II. | Reports | _____ | |
| B. | Hearings | _____ | |
| C. | Consent Agenda | <u> X </u> | Agreement Category: |
| | | | ___ Academic |
| | | | ___ Enrichment |
| | | | ___ Special Education |
| | | | ___ Support Services |
| | | | ___ Personnel |
| | | | ___ Legal |
| | | | ___ Facilities |
| D. | Action Items | _____ | |
| F. | Board Policies | 1st Reading _____ | 2nd Reading _____ |

Consider Approval of Change Order No. 002 to Construction Services Agreement #15-198, with Swinerton Builders for the Lemonwood K-8 School Reconstruction (Morales/Cline/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

The original Facilities Implementation Plan called for the construction of the new school beginning in phase 2 of the program in 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the commencement of construction as a result of thoughtful planning and early access to General Obligation Bond dollars that were not projected to be available until the future.

This recommended agenda item provides for the Board’s consideration and approval of Change Order No. 002. During grading operations for Classroom Building 1, unidentified, unforeseen underground obstructions were encountered that required their removal and disposal. On June 8, 2016, a section of sixteen-inch (16”) diameter concrete pipe was discovered. The pipe was inactive and the discovery did not interfere with the Lemonwood School’s daily operation. Efforts were implemented, and an approximate eighty feet (80’) of this pipe was removed. During grading operations on July 7, 2016, at a location approximately forty feet (40’) south from the location of the sixteen-inch (16”) diameter concrete pipe, two (2) sections of two-inch (2”) diameter abandoned steel petroleum pipelines were encountered. These pipe lines were also inactive and the discovery did not interfere with the Lemonwood School’s daily operation.

The Project Environmental Consultant ATC Group Services was contacted to perform observation and testing to assure compliance with the Department of Toxic Substance Control (“DTSC”) as required when discovery of previously unknown potential

contaminants have been encountered. Full compliance with DTSC requirements has been accomplished.

FISCAL IMPACT

Thirteen Thousand Two Hundred Thirty-Four Dollars and Seventeen Cents (\$13,234.17) to be paid out of Measure 'R' funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 002 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIAL

Attached: Change Order No. 002 (2 Pages)
Swinerton Builders PCI #0011 (2 Pages)
Swinerton Builders PCI # 0016 (2 Pages)
Construction Services Agreement #15-198 (19 Pages)



CHANGE ORDER

Date: 12.07.2016

CHANGE ORDER NO. 002

PROJECT: LEMONWOOD K-8 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:

SWINERTON BUILDERS
 865 South Figueroa St., Suite 3000
 Los Angeles, CA 90017
Attn: Mr. Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001).....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 0.00
NET CHANGE -	\$ 0.00

Total Change Orders to Date: 002.....	\$ 13,234.17
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 002.....	\$ 29,589,132.08

Anticipated Commencement Date.....	May 4, 2016
Actual Commencement Date:	May 23, 2016
Original Completion Date:	July 04, 2018
Original Contract Time:	791 Calendar Days
Time Extension for all Previous Change Orders:	Zero Days
Time Extension for this Change Order:	Zero Days
Adjusted Completion Date:	July 23, 2018

Percentage 0 Percent

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI No. 0011 Unforeseen Subsurface Concrete Pipe at Classroom Building No. 1	\$6,379.48			
2.	PCI No. 0016 Unforeseen Subsurface Abandoned Petroleum Pipe Lines at Classroom Bldg. No. 1	\$6,854.69			
3.					
4.					
	Totals	\$13,234.17			

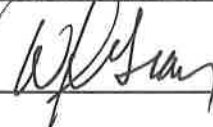
Total Change Order No. \$ 13,234.17

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: 

DATE: 11/14/16

CONTRACTOR: 

DATE: 11/15/16

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DEPUTY SUPERINTENDENT BUSINESS AND FISCAL SERVICES: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



November 22, 2016

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

Attn: Ms. Marlene Hickle/ CFW, Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0011

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Existing 16" pipe encountered within the Classroom Building over excavation/Geo Grid zone. Per direction of CFW, Inc. Swinerton has been instructed to obtain pipe surveillance services to survey pipe and any ancillary piping. ATC arrived on site 6-9-16 to obtain sample of pipe material for testing. After pipe deemed OK to remove, pipe was removed in conjunction with geo grid installation. Pipe disposed of off site.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Video pipe	CITY COMMERCIAL PLUMBING, INC.	449.00
310010	71140	Provide access to pipe for video. Remove pipe from excavation area and dispose off site.	GROUNDBREAKERS CONSTRUCTION INC	4,895.82
			Subtotal	5,344.82
007480	71160	Subguard	1.15%	61.47
007410	71160	Builders Risk	0.6%	32.44
007420	71160	General Insurance	1.15%	62.17
007510	71160	P&P Bond	1%	53.45
991000	79999	Change Order Fee	15%	825.13
			Markup Subtotal	1,034.66
			PCI Total	6,379.48

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **6,379.48.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date. Swinerton reserves the right to adjusted costs and schedule impacts due to this change.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within days of its issuance.

- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray

PM

Date: _____

11/22/2016

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



November 22, 2016

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

Attn: Ms. Marlene Hickle / CFW, Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0016

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Abandoned petroleum pipes were discovered within the Classroom building footprint. Per the direction of CFW and their consultant ATC Swinerton has been directed to remove piping for future disposal and removal of contaminated soils to sealed drum(s) for future disposal

Phase	Category	Description	Subcontractor	Quote
013520	71130	Safety & Environmental (Home Depot Charges)		365.52
024100	71140	Transport and dispose contaminated soils	AMERICAN INTEGRATED SERVICES, INC.	1,500.00
310010	71140	Remove pipe and contaminated soils	GROUNDBREAKERS CONSTRUCTION INC	3,880.50
			Subtotal	5,746.02
007480	71160	Subguard	1.15%	66.08
007410	71160	Builders Risk	0.6%	34.87
007420	71160	General Insurance	1.15%	66.84
007510	71160	P&P Bond	1%	53.81
991000	79999	Change Order Fee	15%	887.07
			Markup Subtotal	1,108.67
			PCI Total	6,854.69

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 6,854.69.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date. Swinerton reserves the right to adjusted costs and schedule impacts due to this change.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within days of its issuance.

- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray

PM

Date: 11/22/2016

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the 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.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents 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 Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

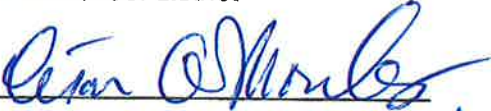
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Resolution #16-19 for Release of Request for Qualifications/Proposal (RFQ/RFP) for Design-Build Contract for Proposition 39 Energy Projects (Cline/Fateh)

Oxnard School District’s energy consultant, Cumming Construction Management Inc., prepared energy audits and provided design recommendations for Proposition 39 Energy Conservation and Energy Efficiency projects. Government Code 4217 allows school districts to use Design-Build contract procurement for design and implementation of energy conservation and efficiency projects. Upon Board authorization, staff will release an RFQ/RFP for selection of a Design-Build contractor to design and implement work recommended by District’s energy consultant, Cumming Construction Management Inc., as part of the State of California Proposition 39 Clean Energy Jobs Act program.

FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of the Director, Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #16-19 for Release of Request for Qualifications/Proposal (RFQ/RFP) for Design-Build Contract for Proposition 39 Projects.

ADDITIONAL MATERIAL

Attached: Resolution #16-19 (2 Pages)

RESOLUTION #16-19

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT FOR APPROVAL OF ENERGY CONSERVATION SERVICES CONTRACT IN THE FORM OF A CONTRACT FOR DESIGN AND INSTALLATION OF PROP 39 ENERGY EFFICIENCY AND CONSERVATION PROJECTS

WHEREAS, The California Clean Energy Jobs Act was created with the approval of Proposition 39 on November 6, 2012. Under this initiative, up to \$550 million annually is being made available to be appropriated by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation; and

WHEREAS, The Oxnard School District has been approved for \$3,194,343 for energy projects by the California Energy Commission (CEC). It is the goal of the District to repair, replace and retrofit lighting and HVAC equipment in order to reduce the District's annual energy utility and operational costs. California Government Code 4217 allows use of a Design-Build project delivery method for energy efficiency and conservation projects; and

WHEREAS, Upon Board authorization, staff will release a Request for Qualifications/Request for Proposal (RFQ/RFP) for selection of a Design-Build entity to design and implement qualifying energy efficiency projects at District sites; and

WHEREAS, Energy audits have been prepared by an energy consultant in order to identify energy projects and obtain funding approval; and

WHEREAS, GC 4217 requires that the Board issue public notice and hold a public hearing at a regularly scheduled meeting of the Governing Board prior to approval of any contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District authorizes staff to pursue the Design-Build project delivery method and release of RFQ/RFP for Prop 39 projects.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the ____ day of _____, 201__.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #16-19 adopted at a regular meeting place thereof on the _____ day of _____, 201____, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 201____

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

ANNUAL AND FIVE-YEAR DEVELOPER FEE REPORT AND APPROVAL OF RESOLUTION #16-16 (Cline)

Government Code 66000 et seq. requires annual and five-year reports for school fees and mitigation payments.

This report summarizes the developer fee information from the 2010-11 fiscal year through the 2015-2016 fiscal year.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board accept the Developer Fee Report for 2010-11 through 2015-2016 fiscal years, and adopt Resolution #16-16.

ADDITIONAL MATERIAL

Attached: Resolution #16-16 (5 pages)
2015-16 Annual & Five-Year School Facilities Fee Reports (41 pages)

**OSD
RESOLUTION #16-16**

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT RELATING TO INFORMATION MADE AVAILABLE TO THE PUBLIC IN THE FORM OF A STATUTORY SCHOOL FEES AND MITIGATION PAYMENTS (“DEVELOPER FEES”) REPORT FOR THE FISCAL YEAR 2010-11 THROUGH FISCAL YEAR 2015-2016 (“DEVELOPER FEE REPORT”), AND FINDINGS THEREON, IN COMPLIANCE WITH GOVERNMENT CODE, SECTIONS 66006 AND 66001

WHEREAS, Oxnard School District (“District”) has received and expended statutory school fees and mitigation payments (“Developer Fees”) in fiscal year 2015-2016 in connection with school facilities (“School Facilities”) of the District for students resulting from new development and authorized costs incidental thereto; and

WHEREAS, these Developer Fees have been deposited in a capital facilities account or sub-account (“Account”) as provided by Section 66006(a) of the Government Code; and

WHEREAS, in accordance with Section 66006(a) of the Government Code, the District has established and maintained a separate Account and maintained such Account in a manner to avoid any commingling of the Developer Fees with other revenues and funds of the District, except for temporary investments, and has expended those Developer Fees collected for the purposes for which they were collected and authorized costs incidental thereto; and

WHEREAS, Section 66006(b)(1) of the Government Code provides that the District shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year the following information in the form of a “Developer Fees Report”:

- A) A brief description of the type of Developer Fees in the Account.
- B) The amount of the Developer Fees.
- C) The beginning and ending balance of the Account.
- D) The amount of the Developer Fees collected and the interest earned.
- E) An identification of each project (“Project”) of the District on which Developer Fees were expended and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees.
- F) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in paragraph (2) of subdivision (a) of Section 66001, and the Project remains incomplete.

RESOLUTION #16-16
DEVELOPER FEES REPORT

- G) A description of each interfund transfer or loan made from the Account, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Account will receive on the loan.
- H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001; and

WHEREAS, Section 66001(d) of the Government Code provides that for the fifth fiscal year following the first deposit into the Account, and every five years thereafter, the District shall make all of the following findings with respect to that portion of the Account remaining unexpended, whether committed or uncommitted:

- 1) Identification of the purpose to which the Developer Fees are to be put.
- 2) Demonstration of a reasonable relationship between the Developer Fees and the purpose for which they are charged.
- 3) Identification of all sources and amounts of funding anticipated to complete financing of the Projects of the District.
- 4) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the Account; and

WHEREAS, when findings are required by Section 66001(d) of the Government Code, they shall be made in connection with the information required by Section 66006 of the Government Code; and

WHEREAS, Section 66006(b)(2) of the Government Code requires the Board of Trustees (“Board”) to review the information made available to the public at a regularly scheduled public meeting and any other relevant information including, but not limited to, that certain Developer Fees Report prepared for District entitled “DEVELOPER FEES REPORT” not less than fifteen (15) days after this Developer Fees Report is made available to the public; and

WHEREAS, the Developer Fees Report is on file at the District office and is herein incorporated by reference; and

WHEREAS, the District has complied with all of the foregoing provisions.

NOW, THEREFORE, ON BEHALF OF THE DISTRICT IT IS HEREBY RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:

Section 1. That pursuant to Government Code Sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District and authorized costs incidental thereto.

Section 2. That the Board of the District at public meeting has reviewed the following information pursuant to Government Code Section 66006(b)(1) as is required by Government Code Section 66006(b)(2);

Section 3. That the Board of the District at a public meeting has reviewed herein provided proposed findings as required by Government Code Section 66001(d):

Section 4. That the Board of the District hereby determines that all Developer Fees, collections and expenditures as set forth in the Developer Fees Report have been received, deposited, invested, accounted, expended and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

Section 5. That the Board of the District hereby determines that no refunds and allocations of Developer Fees, as required by Government Code Section 66001, are deemed payable at this time.

Section 6. That the Board of the District hereby determines that the District is in compliance with Government Code Section 66000 et seq. relative to receipt, deposit, investment, accounting, expenditure, reporting or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

ADOPTED, SIGNED AND APPROVED, this 7th day of December, 2016.

BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT

By: _____
President of the Board of Trustees of
the Oxnard School District

By: _____
Clerk of the Board of Trustees of
the Oxnard School District

RESOLUTION #16-16
DEVELOPER FEES REPORT

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, _____, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution #16-16 of said Board and that the same has not been amended or replaced.

Dated: December 7, 2016

By: _____
Clerk of the Board of Trustees of the Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, _____, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of said District at a meeting of said Board held on the 7th day of December, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Clerk of the Board of Trustees of the
Oxnard School District

OXNARD SCHOOL DISTRICT



2015-16 ANNUAL AND FIVE YEAR SCHOOL FACILITIES FEE REPORTS 2010-2011 Through 2015-2016

Board Meeting: December 7, 2016

Presented by:
Ms. Lisa Cline
Deputy Superintendent
Business & Fiscal Services

INTRODUCTION

Government Code 66000 et. Seq. requires annual and five-year reports for school fees and mitigation payments (“developer” fees).

This report summarizes the “developer” fee information for collections, revenues, and expenditures from fiscal year 2010-11 through fiscal year 2015-16.

Also included are City of Oxnard's share of site acquisition and Phase I costs for Brekke School. City of Oxnard payments along with the collections of developer fees for that area are committed for payments on the \$7,265,000 Certificates of Participation issued to cover the costs of Brekke School. The amount available for this purpose as of June 30, 2016 is \$4,073,600.

As a part of the H.E.R.O. Project Cooperation Agreement, Oxnard School District receives redevelopment agency taxes. These funds are restricted solely for the purpose of funding capital facilities projects for the benefit of the project area.

Additional facilities are needed for replacing the existing temporary facilities. Developer fees are used to provide interim housing during construction and/or leasing of portables; other sources are state construction money and bond funds. Actual receipt date of state money is unknown at this time.

Any questions on information provided in this report should be directed to the Deputy Superintendent of Business & Fiscal Services at (805) 385-1501, ext. 2401.

OXNARD SCHOOL DISTRICT DEVELOPER FEE REPORT SUMMARY Cumulative Revenue & Expenditures July 1, 1997 through June 2016

	Fund 251
Beginning Fund Balance as of July 1, 1997	\$ 174,002
Cumulative Receipts thru June 2016:	\$48,408,641
Total Funds Available	\$48,582,643
Cumulative Expenditures thru June 2016:	\$42,655,222
Ending Fund Balance as of June 30, 2016	\$ 5,927,421

Developer Fee Summary							
	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	Totals
Beginning Balance 7/1/1997	11,845,250.96	11,614,724.75	8,794,380.10	6,538,573.63	7,984,340.61	5,926,665.64	174,002.01
REVENUE:							9,961.10
Interest	139,609.85	68,521.30	39,288.30	38,554.85	20,859.58	30,338.06	3,375,248.96
Developer Fees	250,743.31	115,496.59	53,377.66	292,614.50	357,480.21	455,075.59	16,645,639.70
Developer Fees - NCSP(Pfieler)	560,159.54						8,193,683.14
Developer Fees - SB50							2,132,081.67
Donations							959.63
Redevelopment Agency Taxes	233,130.70	197,578.32	492,310.86	280,783.75	220,129.86	432,330.86	2,959,938.19
Transfer for COP pymt/Haydock Gym							337,371.00
Development Fees-NWGSP							1,539,600.00
Mitigation Agreement- 5th & Patterson							2,853,512.25
Mitigation Agreement- Mandalay							1,500,000.00
Miscellaneous		7,128.00		8,845,416.45	8,101.05		8,860,645.50
Total Revenue	1,183,643.40	388,724.21	584,976.82	9,457,369.55	606,570.70	917,744.51	48,408,641.14
EXPENSES:							
COP Debt Payment	259,449.60	452,383.01	470,314.01	468,640.13	471,289.13	468,168.13	5,042,800.62
RDA (Hero Project)	354,888.55	1,143,615.45	5,326.25	25,240.00			1,629,207.92
Fire/Alarm Upgrade							628,868.06
Needs Analysis/Legal	10,293.75	348,741.77	235,587.47	13,237.72	7,816.33	13,477.27	871,453.68
Refund of Developer Fees							3,785.78
CSR Expenses	-						1,578,040.50
Tele-Communication upgrade						269,612.47	426,129.07
iPad Deployment			1,006,400.07	7,227,628.58	2,039,717.94		10,273,746.59
P2P Preliminary Costs							1,715,290.46
Waiver Portables							36,959.62
Juan Soria School	54,018.22	146,116.07	983,245.02	(8,998.49)			5,445,488.22
Interim School							3,889.68
Seabridge Site	263,935.63	11,282.00	7,899.99	34,158.19		46,735.65	2,414,366.05
Teal Club					4,000.00		4,000.00
Curren	8,402.38			9,983.14	2,359.46		1,035,037.47
Driffill	5,898.78						236,536.89
Elm	2,975.80	200.00					385,752.33
Frank	59,338.73	277,151.58	44,172.00	44,172.00	44,172.00	44,172.00	1,604,936.86
Fremont	62,926.39	296,032.07	4,836.00	4,836.00	4,836.00	9,672.00	1,062,763.81
Harrington	7,414.59						84,279.97
Haydock	96,011.30	275,228.21	43,948.84	43,404.00	43,404.00	38,568.00	994,364.80
Chavez	31,560.03	11,790.00		9,983.14	2,571.99		966,419.20
Kamala	9,579.01	925.00		32,159.00	2,359.49		352,880.09
Lemonwood	37,668.38	18,955.54	13,200.00	13,200.00	14,300.00	13,200.00	248,472.72
Marina West	14,258.27	4,617.95					625,317.96
McAuliffe	18,943.40	20,681.16	16,719.81	19,633.30	7,731.50	10,636.80	160,647.40
Marshall	980.00	9,944.71	7,087.50	50,750.77			1,069,289.97

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	Totals
McKinna	1,599.80						274,633.09
Ramona		8,325.00					18,356.26
Brekke	1,605.00						275,298.48
Rose	34,969.17						163,186.34
San Miguel	9,359.30	14,798.51					290,324.70
Sierra Linda	25,556.14	74,844.04	445.00	14,974.70	2,359.53		437,021.97
Ritchen	1,377.50						76,559.83
Administrative Fees	41,159.89	93,436.79	1,601.33	8,600.39	17,328.30	12,707.65	1,029,612.49
Reinstate for Portable Costs is Bond Fund							1,189,503.00
Total Expenditures	1,414,169.61	3,209,068.86	2,840,783.29	8,011,602.57	2,664,245.67	926,949.97	42,655,221.88
Ending Balance	11,614,724.75	8,794,380.10	6,538,573.63	7,984,340.61	5,926,665.64	5,917,460.18	5,927,421.27
			Commitments:	Brekke COP			4,073,600.00
				RDA Hero			1,252,678.54
				Balance after Commitments			601,142.73

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2015-16

SEPTEMBER 2015 ~

RESIDENTIAL

09/03/15	Allen, Adel	4855 Oceanaire Street	8770	191-0-163-105	125	Addition	382.50
09/14/15	Showers, Casey	2354 Vina del Mar	8800	15-3111	150	Addition	459.00
09/16/15	Ramirez, Oscar A.	2140 Ravoli Dr.	7910	188-0-043-125	120	Addition	367.20
09/29/15	City of Oxnard	201 Imperial Street	1635	216-0-137-015	410	Addition	145.96

COMMERCIAL

Sub-Total September 2015	1,354.66		1,354.66	0.00	0.00	0.00
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Fees Exempt AB181 For September	1,354.66
Fees Paid AB181 For September	-
Fees Paid SB50 For September	-

Fees Exempt AB181 To Date:	5,678.44
Fees Paid AB181 To Date:	9,882.56
Fees Paid SB50 To Date:	-

OCTOBER 2015~

RESIDENTIAL

10/21/15	Raygoza, Ignacio	125 Ash Street	2820	204-071-180	414	Addition	1,266.84
10/30/15	TRI Pointe Homes	1840 S. Victoria Ave.	6770	110-116	12,489	New	38,216.34

COMMERCIAL

Sub Total October 2015	\$39,483.18		1,266.84	38,216.34	0.00	0.00
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Fees Exemp AB181 For October	1,266.84
Fees Paid AB181 For October	38,216.34
Fees Paid SB50 For October	0.00
	0.00

Fees Exempt AB181 To Date:	6,945.28
Fees Paid AB181 To Date:	48,098.90
Fees Paid SB50 To Date:	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2015-16

NOVEMBER 2015 ~

RESIDENTIAL

11/12/15	Robert Zeilon	5209 Whitecap	8725	191-0-072-035	3,260	New		9,975.60
11/16/15	Guzman, Ramon	306 E. Date Street	2830	204-0-092-020	499	Addition	1,526.94	
11/17/15	Watson, Billy & Janice	1341 Lawrence Way	5740	183-0-301-125	300	Addition	918.00	
11/17/15	Eubanks, Maria	1400 Fathom Dr.	6640	187-0-024-065	253	Addition	774.18	
11/20/15	Hill, Brian	5221 Seabreeze Way	8720	191-064-345	158	Addition	483.48	

COMMERCIAL

Sub-Total November 2015	\$13,678.20		3,702.60	9,975.60	0.00	0.00
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NECSP

Fees Exempt AB181 For November	3,702.60
Fees Paid AB181 For November	9,975.60
Fees Paid SB50 For November	0.00

Fees Exempt AB181 To Date:	10,647.88
Fees Paid AB181 To Date:	58,074.50
Fees Paid SB 50 To Date	-
Fifth & Patterson Paid to Date	-

DECEMBER 2015~

RESIDENTIAL

12/01/15	Escobar, Juan	1214 Poplar Street	4450	205-0-195-105	496	Addition	1,517.76	
12/02/15	Oxnard Shores Company LLC	5540 W. 5th St. (2 new mobile homes)	8700	191-0-021-035	5,768	New		17,650.08
12/10/15	Miramontes, Donaciano	1198 South J Street	3560	203-031-360	938	Addition		2,870.28
12/17/15	Garcia, Mary Jane	935 Mandalay Beach Road	8720	191-0-051-100	1,311	New		4,011.66
12/23/15	Voss, Dan	4490 Eastbourne Bay	7870	188-0-110-435	4,524	New		13,843.44

COMMERCIAL

Sub-Total December 2015	\$39,893.22		1,517.76	38,375.46	0.00	0.00
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Fees Exempt AB181 For December	1,517.76
Fees Paid AB181 For December	38,375.46
Fees Paid SB50 For December	-
Fifth & Patterson Paid for December	\$0.00

Fees Exempt AB181 To Date:	12,165.64
Fees Paid AB181 To Date:	96,449.96
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid to Date	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITES DEVELOPER FEES REPORT
FISCAL YEAR 2015-16

JANUARY 2016~

RESIDENTIAL

01/12/16	Wazana, Yoel	1586 Viewpoint Dr.	7765	188-0-192-205	121	Addition	370.26
01/21/16	Life Cycle Properties, Inc.	238 Douglas Ave.	3200	200-244-220	213	Addition	651.78

COMMERCIAL

Sub-Total January 2016	\$1,022.04		1,022.04	0.00	0.00	0.00
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Fees Exempt AB181 For January	1,022.04
Fees Paid AB181 For January	-
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00
Fees Exempt AB181 To Date:	13,187.68
Fees Paid AB181 To Date:	96,449.96
Fees Paid SB50 To Date:	-

FEBRUARY 2016 ~

RESIDENTIAL

02/02/16	Tonin, Bruno	4531 Lyme Bay	7930	188-0-086-045	446	Addition	1,364.76
02/02/16	TRI Pointe Homes, Inc.	3651,3661,3671,3681W. Hemlock & 1	6750	187-0-060-095	9923	New	30,364.38
02/02/16	TRI Pointe Homes, Inc.	3601,3611,3621&3631W. Hemlock	6750	187-0-060-095	8061	New	24,666.66
02/03/16	Vincent, Robert	2140 Cold Stream Ct.	5250	179-0-111-795	846	Addition	2,588.76
02/25/16	Serna, Elisa	131 S. Juanita Avenue	2605	201-0-145-055	65	Addition	198.90
02/25/16	MRB Holdings, LLC	2424 Monaco Drive	7900	188-0-021-325	976	Addition	2,986.56
02/29/16	Sandefor, James	861 Mandalay Beach Road	8715	191-0-041-375	3976	New	12,166.56

COMMERCIAL

02/08/16	Canyon Cardiff Oxnard LLC	440 N. Rose Avenue	1675	216-0-061-075	6,818	New	2,427.21
02/11/16	Carl's Jr. Restaurnats LLC	480 N. Rose Avenue	1675	216-0-061-09	3,016	New	1,073.70

Sub-Total February 2016	\$77,837.49		1,563.66	76,273.83	0.00	0.00
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Fees Exempt AB181 For February	1,563.66
Fees Paid AB181 For February	76,273.83
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00
Fees Exempt AB181 To Date:	14,751.34
Fees Paid AB181 To Date:	172,723.79
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid to Date	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2015-16

MARCH 2016~

RESIDENTIAL

COMMERCIAL

Sub-Total March 2016	\$0.00		0.00	0.00	0.00	0.00
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Fees Exempt AB181 For March	-
Fees Paid AB181 For March	-
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	\$0.00

Fees Exempt AB181 To Date:	14,751.34
Fees Paid AB181 To Date:	172,723.79
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid to Date	0.00

April 2016 ~

RESIDENTIAL

04/01/16	West Coast Bldg. Design	2031 Peninsula Road	7910	188-0-044-205	70	Addition	214.20	
04/05/16	TRI Pointe Homes, Inc.	7 homes @ Islander Walk&Jellyfish Lr	8765	187-0-060-095	14,036	New	42,950.16	
04/05/16	TRI Pointe Homes, Inc.	5 homes @ Islander Walk&Jellyfish Lr	8765	187-0-060-095	9,863	New	30,180.78	
04/06/16	Cabrera, Guillermo	1111 W. First Street	4160	202-0-233-335	987	Addition	3,020.22	
04/15/16	OG Construction, Garcia,Oscar	1401 Gallatin Place	5355	181-0-072-185	632	Addition	1,933.92	
04/18/16	Central Coast Engineering	5146 Sandpiper Way	8270	191-0-064-105	3,029	New	9,268.74	
04/18/16	Central Coast Engineering	5232 Sandpiper Way	8270	191-0-064-035	3,029	New	9,268.74	
04/20/16	Garcia, Jose	144 S. Hayes Avenue	2645	201-0-114-130	1,208	New	3,696.48	

COMMERCIAL

Sub-Total April 2016	\$100,533.24		214.20	100,319.04	0.00	0.00
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Fees Exempt AB181 For April	214.20
Fees Paid AB181 For April	100,319.04
Fees Paid SB50 For April	-

Fees Exempt AB181 To Date:	14,965.54
Fees Paid AB181 To Date:	273,042.83
Fees Paid SB50 To Date:	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2015-16

MAY 2016~

RESIDENTIAL

05/17/16	Soto,Jose	1232 W. Juniper Street	4405	203-0-233-175	854	Addition	3,108.56				
Sub-Total May 2016							\$3,108.56	0.00	3,108.56	0.00	0.00

Fees Exempt AB181 For May	-
Fees Paid AB181 For May	3,108.56
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0
Fees Exempt AB181 To Date:	14,965.54
Fees Paid AB181 To Date:	276,151.39
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	0.00

JUNE 2016~

RESIDENTIAL

06/07/16	Mertz, Richard	2304 Monaco Dr.	7900	188-0-022-055	148	Addition	538.72				
06/07/16	ASR Construction	1303 Mandalay Beach	8745	900-0-022-015	45	Addition	163.80				
06/07/16	ASR Construction	1305 Mandalay Beach	8745	900-0-023-015	45	Addition	163.80				
06/07/16	Fereria, Ashley	2731 Geronimo Dr.	1945	220-0-083-235	408	Addition	1,485.12				
06/13/16	Renteria, Oscar	1305 Lawrence Way	5740	183-0-301-065	336	Addition	1,223.04				
06/14/16	TRIPointe Homes	3701,3703,3705,3707 Islander Walk		187-0-060-115	8,001	New		29,123.64			
06/14/16	TRIPointe Homes	3652 Jellyfish,3657-3669 Islander Walk		187-0-060-115	14,395	New		52,397.80			
06/14/16	TRIPointe Homes	3664 Islander Walk,3651 Hana Ct.,1910-1950 Anc		187-0-060-115	12,429	New		45,241.56			
06/14/16	TRIPointe Homes	3652-3662 Islander Walk		187-0-060-115	12,429	New		45,241.56			
06/14/16	Harding, Bruce-ASPEN Con.	2220 Southern Hill Dr.	5240	179-0-142-035	624	Addition		2,271.36			
06/20/16	Santoyo, Jose	2321 South K Street	4410	205-0-304-075	635	Addition		2,311.40			
06/30/16	Guzman, Jaime	300 North I Street	4150	200-0-284-170	642	Addition		2,336.88			
COMMERCIAL											
06/01/16	Viola, Michael	1601 N. Oxnard Blvd.	3000	200-0-334-075	73	Addition	27.01				
Sub-Total June 2016							\$182,525.69	3,601.49	178,924.20	0.00	0.00

ANNUAL RECAP

Fees Exempt AB181 For June	3,601.49
Fees Paid AB181 For June	178,924.20
Fees Paid SB50 For June	0.00
Fifth & Patterson Paid for June	0.00
Grand Totals	
Fees Exempt AB181 To Date:	18,567.03
Fees Paid AB181 To Date:	455,075.59
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-
Grand Total All	\$ 473,642.62

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
Fees Paid AB181 To Date:		50,235.87								
Fees Paid SB50 To Date:		-								
SEPTEMBER 2014 ~										
RESIDENTIAL										
09/03/14	Alvarado, Juan	2734 Geronimo Drive	1945	220-0-084-145	540	Addition		1,787.40		
09/03/14	Cruz, Cesar	2250 Kinsbridge Ln.	7940	188-0-067-045	444	Addition	1,469.64			
09/04/14	Vega, Pedro	644 N. "H" Street	3240	200-0-186-145	265	Addition		877.15		
09/25/14	Terraza De Las Cortes, L.P.	225 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	235 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	255 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	245 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	201 Carmelita Ct.	2135	201-090-115	1,876	New		6,209.56		
COMMERCIAL										
Sub-Total September 2014		212,571.51					1,469.64	211,101.87	0.00	\$0.00
Fees Exempt AB181 For September		1,469.64								
Fees Paid AB181 For September		211,101.87								
Fees Paid SB50 For September		-								
Fees Exempt AB181 To Date:		10,575.45								
Fees Paid AB181 To Date:		261,337.74								
Fees Paid SB50 To Date:		-								
OCTOBER 2014 ~										
RESIDENTIAL										
10/09/14	Schlesinger, Bill	2220 Southern Hill Dr.	5240	179-0-142-035	417	Addition	1,380.27			
10/14/14	Waldo, Denise	1034 W. Beverly Dr.	4150	200-283-010	1,904	Addition		\$6,302.24		
10/15/14	Mercer, Roxy	2340 Oneida Pl.	5355	181-0-073-025	112	Addition	370.72			
10/17/14	Franco, Laura	1313 W. Cedar Street	4320	203-0-092-220	488	Addition	1,615.28			
10/30/14	Rico, Dora	1139 Doris Avenue	4130	200-0-172-380	37	Addition	122.47			
COMMERCIAL										
10/4/2014	Cabrillo Economic Dev. Corp	902 Donlon Ave.	2700	201-0-281-145	794	Addition		\$282.66		
Sub Total October 2014		\$10,073.64					3,488.74	\$6,584.90	0.00	\$0.00
Fees Exemp AB181 For October		3,488.74								
Fees Paid AB181 For October		\$6,584.90								
Fees Paid SB50 For October		\$0.00								
Fees Paid SB50 For October		-								
Fees Exempt AB181 To Date:		14,064.19								
Fees Paid AB181 To Date:		267,922.64								
Fees Paid SB50 To Date:		-								

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
NOVEMBER 2014 ~										
RESIDENTIAL										
11/13/14	Muneef & Mona Taian	2001 Hazeltine Dr.	6100	383-179-270-115	825	Addition		\$2,730.75		
COMMERCIAL										
Sub-Total November 2014		\$2,730.75					\$0.00	\$2,730.75	\$0.00	\$0.00
NECSP										
Fees Exempt AB181 For November		\$0.00								
Fees Paid AB181 For November		\$2,730.75								
Fees Paid SB50 For November		\$0.00								
Fees Exempt AB181 To Date:		14,064.19								
Fees Paid AB181 To Date:		270,653.39								
Fees Paid SB 50 To Date		-								
Fifth & Patterson Paid to Date		-								
DECEMBER 2014~										
RESIDENTIAL										
12/01/14	Flores, Alicia	1051 W. Kamala Street	4400	205-301-065	406	Addition	1,343.86			
12/03/14	Switzler, Nancy	218 S. G Street	3340	202-0-072-110	390	Addition	\$1,290.90			
12/03/14	Chavez, Jesus	1120 W. Deodar Ave.	4140	200-0-272-100	12	Addition	\$39.72			
12/04/14	Cano, Juan	410 N. Gibraltar Street	1630	216-083-045	435	Addition	\$1,439.85			
COMMERCIAL										
Sub-Total December 2014		\$4,114.33					4,114.33	-	0.00	-
Fees Exempt AB181 For December		4,114.33								
Fees Paid AB181 For December		-								
Fees Paid SB50 For December		-								
Fifth & Patterson Paid for December		\$0.00								
Fees Exempt AB181 To Date:		18,178.52								
Fees Paid AB181 To Date:		270,653.39								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		-								
JANUARY 2015~										
RESIDENTIAL										

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	
01/20/15	Browning, Alexis	4334 Meridian Ave	7940	188-0-066-075	775	Addition		2,565.25			
01/20/15	Federis, Ashley	1218 South G Street	3530	203-050-100	213	Addition	705.03				
01/29/15	Grant, David	1131 Capri Way	8740	191-091-215	5,240	New		17,344.40			
COMMERCIAL											
Sub-Total January 2015		\$20,614.68						705.03	19,909.65	0	\$0.00
Fees Exempt AB181 For January		705.03									
Fees Paid AB181 For January		19,909.65									
Fees Paid SB50 For January		-									
Fifth & Patterson Paid for January		\$0.00									
Fees Exempt AB181 To Date:		18,883.55									
Fees Paid AB181 To Date:		290,563.04									
Fees Paid SB50 To Date:		-									
FEBRUARY 2015 ~											
RESIDENTIAL											
02/25/15	Chavez, Alfonso	2441 South L Street	4410	205-312-055	1,500	Addition		4,965.00			
02/26/15	Lorenzen, Todd	515 E. Laurel Street	2950	204-191-275	617	Addition		2,042.27			
COMMERCIAL											
Sub-Total February 2015		\$7,007.27						0.00	7,007.27	-	\$0.00
Fees Exempt AB181 For February		-									
Fees Paid AB181 For February		7,007.27									
Fees Paid SB50 For February		-									
Fifth & Patterson Paid for February		\$0.00									
Fees Exempt AB181 To Date:		18,883.55									
Fees Paid AB181 To Date:		297,570.31									
Fees Paid SB50 To Date:		-									
Fifth & Patterson Paid to Date		-									
MARCH 2015~											
RESIDENTIAL											
03/05/15	GM Builders	5142 Marlin Way	8760	191-0-133-195	165	Addition	546.15				
03/16/15	Chan, Patricia	5343 Surfrider Way	8715	191-0-052-055	278	Addition	920.18				
03/17/15	Mendoza, Alejandro	1256 South I Street	3560	203-0-044-150	1,812	New		5,997.72			
03/17/15	Alfaro, Eduardo	144 North I Street	4160	202-0-021-330	498	Addition	1,648.38				
03/19/15	Vega, Pedro	1641 McLoughlin Avenue	5840	183-0-373-045	200	Addition	662.00				
03/20/15	Gerstl, Theodore	2161 S. Victoria Avenue	7900	188-0-013-135	468	Addition	1,549.08				
03/01/15	Francis, Michael	5436 Reef Way	8710	191-0-045-055	118	Addition	390.58				

**OXNARD SCHOOL DISTRICT
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FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	
COMMERCIAL											
Sub-Total March 2015		\$11,714.09					5,716.37		5,997.72	0.00	0.00
Fees Exempt AB181 For March		5,716.37									
Fees Paid AB181 For March		5,997.72									
Fees Paid SB50 For March		-									
Fifth & Patterson Paid for March		\$0.00									
Fees Exempt AB181 To Date:		24,599.92									
Fees Paid AB181 To Date:		303,568.03									
Fees Paid SB50 To Date:		-									
Fifth & Patterson Paid to Date		0.00									
April 2015 ~											
RESIDENTIAL											
04/06/15	Cruz, Cesar	4540 Eastbourne Bay	7870	188-091-195	800	Addition		2,648.00			
04/07/15	Vazquez Serna, Ruben	1045 W. Fir Avenue	4330	203-150-185	499	Addition	1,651.69				
04/17/15	Melgoza, Carlos	944 King Street	3520	202-165-250-025	112	Addition	342.72				
04/21/15	Tostado, Juan	651 Deodar Avenue	3250	200-301-160	180	Addition	550.80				
04/22/15	Renovation Builders	1131 W. First Street	4160	202-233-315	470	Addition	1,438.20				
04/23/15	Gerber, Karl	4030 W. Hemlock Street	7910	188-0-041-045	522	Addition		1,597.32			
04/28/15	Escalera, Jorge	2721 W. Hemlock	5850	183-404-105	1,308	Addition		4,002.48			
COMMERCIAL											
Sub-Total April 2015		\$12,231.21					3,983.41		8,247.80	-	\$0.00
Fees Exempt AB181 For April		3,983.41									
Fees Paid AB181 For April		8,247.80									
Fees Paid SB50 For April		-									
Fees Exempt AB181 To Date:		28,583.33									
Fees Paid AB181 To Date:		311,815.83									
Fees Paid SB50 To Date:		-									
MAY 2015~											
RESIDENTIAL											
Sub-Total May 2015		\$0.00					0.00		0.00	0	0

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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
July 2013~										
RESIDENTIAL										
7/1/13	Ruben Gonzalez (Refund)	2724 S. M Street		205-194-295				-1482.03		
7/1/13	Guido J. Gollner	630 Fernwood Dr.	2645	201-0-115-170	499	Addition	1,501.99			
7/12/13	Dionisiu Rodriguez	529 S. E Street	3420	202-0-121-020	451	Addition	1,357.51			
7/12/13	Leticia Hernandez	1225 Camellia St.	4070	139-131-015	69	Addition	207.69			
7/17/13	Reuben Simchoni	5348 Breakers Way	8710	191-0-033-035	492	Addition	1,480.92			
7/24/13	Juan Francisco Palacos	145 W. Guava St	3630	203-222-060	2390	Addition		7,193.90		
7/25/2013	Gary Brant	1471 Port Dr.	6630	187-0-152-075	184	Addition	553.84			
7/26/13	Joel Alarcon	1005 Viviana Dr	2000	215-114-105	475	Addition	1,429.75			
7/28/13	Bonnie Quinton	201 Novaco Dr	7900	188-0-021-185	573	Addition		1,724.73		
7/30/13	Fernando Gonzalez	335 Doris Ave	3210	200-0-244-130	287	Addition	863.87			
COMMERCIAL										
7/24/13	Lou Pagiano	1600 Beacon Pl		220-0-293-235	3,272	New		1,102.66		
7/25/13	Pacific West Builders	705 N. Oxnards Blvd	3200	200-0-252-120	47,296	New		147,236.00		
Sub Total July 2013		\$163,170.83					7,395.57	155,775.26	0.00	\$0.00
Fees Exempt AB181 For July		7,395.57								
Fees Paid AB181 For July		155,775.26								
Fees Paid SB50 For July		-								
Fees Exempt AB181 To Date:		7,395.57								
Fees Paid AB181 To Date:		155,775.26								
Fees Paid SB50 To Date:		-								
August 2013~										
RESIDENTIAL										
8/13/13	Gregory Fast	5303 Surfrider Way	8715	191-0-061-015	974	Addition		2,931.74		
8/15/13	Maria I. Echeuerria	153 E. Elm	2900	204-082-120	325	Addition	978.25			
8/26/2013	William Jones	3151 Neap Ct	6620	187-0-133-155	115	Addition	346.15			
8/28/13	John Fenske	5216 Outrigger Way	8730	191-0-074-025	267	Addition	803.67			
COMMERCIAL										
Sub-Total August 2013		\$0.00					2,128.07	2,931.74	0.00	0.00
Fees Exempt AB181 For August		2,128.07								
Fees Paid AB181 For August		2,931.74								
Fees Paid SB50 For August		-								
Fees Exempt AB181 To Date:		9,523.64								
Fees Paid AB181 To Date:		158,707.00								
Fees Paid SB50 To Date:		-								
SEPTEMBER 2013 ~										

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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
RESIDENTIAL										
9/6/2013	Saul Vigil	1731 Arcadia St	2910	204-121-465	136	Addition	409.36			
9/6/2013	Larry Rogers	2181 Hughes Dr.		219-0-025-130	440	Addition	1,324.44			
9/11/2013	Ruben Chavez	247 Deodar Ave	3210	200-0-321-050	1,469	Addition		4,421.69		
9/25/2013	Sienna Breakers	5200 Breakers Way	8710	191-0-033-345	17,626	New		53,054.26		
COMMERCIAL										
9/12/2013	Western Precooling	1560 Mountain View	2200	201-0-302-020	78,603	New		26,489.21		
Sub-Total September 2013		85,698.96					1,733.80	83,965.16	0.00	\$0.00
Fees Exempt AB181 For September 1,733.80										
Fees Paid AB181 For September 83,965.16										
Fees Paid SB50 For September -										
Fees Exempt AB181 To Date: 11,257.44										
Fees Paid AB181 To Date: 242,672.16										
Fees Paid SB50 To Date: -										
OCTOBER 2013 ~										
RESIDENTIAL										
10/7/2013	Rodolfo Lopez	321 N. Bonita Ave	2611	201-0-062-070	120	Addition	361.20			
10/16/2013	Pecho Mendez	245 E. Guava St.	2920	204-0-084-040	496	Addition	1,740.96			
10/18/2013	Don Villafana	1050 Stern Ln.	5680	185-0-087-135	119	Addition	417.69			
10/18/2013	Direct Remodeling	2011 Olga St.	5220	179-101-045	105	Addition	316.05			
10/23/2013	David Nicodemos	1520 Mandalay Beach Rd.	8770	191-0-153-035	223	Addition	671.23			
10/23/2013	Gloria Rodorte	1640 McLaughlin Ave.	5840	183-0-371-055	367	Addition	1,104.67			
10/30/2013	West Coast	4500 Eastbourne Bay	7870	188-0-100-015	171	Addition	514.71			
COMMERCIAL										
Sub Total October 2013		\$5,126.51					5,126.51	0.00	0.00	\$0.00
Fees Exemp AB181 For October 5,126.51										
Fees Paid AB181 For October \$0.00										
Fees Paid SB50 For October \$0.00										
-										
Fees Exempt AB181 To Date: 16,383.95										
Fees Paid AB181 To Date: 242,672.16										
Fees Paid SB50 To Date: -										

OXNARD SCHOOL DISTRICT
School Facilities Developer Fees Report
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
NOVEMBER 2013~										
RESIDENTIAL										
11/13/2013	Jorge Cueto	2121 Spyglass Trail West	5270	179-0-151-235	278	Addition	\$836.78			
11/21/2013	Anthony Rondinella	2110 Peninsula Rd	7910	188-0-044-065	2,983	New		\$8,978.83		
COMMERCIAL										
11/13/2013	Garnica's Construction, Inc	800 Commercial	2700	201-342-015	7,310	New		\$2,463.47		
Sub-Total November 2013							\$836.78	\$11,442.30	\$0.00	\$0.00
NECSP										
Fees Exempt AB181 For November		\$836.78								
Fees Paid AB181 For November		\$11,442.30								
Fees Paid SB50 For November		\$0.00								
Fees Exempt AB181 To Date:		17,220.73								
Fees Paid AB181 To Date:		254,114.46								
Fees Paid SB 50 To Date		-								
Fifth & Patterson Paid to Date		-								
DECEMBER 2013~										
RESIDENTIAL										
12/2/2013	Vered Nissan	1010 Canal St	7660	196-0-033-285	379	Addition	\$1,140.79			
12/3/2013	Refund									-\$2,249.52
12/4/2013	Carmen Ortiz	215 N. H St.	4150	200-0-284-120	420	Addition	\$1,264.20			
COMMERCIAL										
Sub-Total Month of December		\$155.47					2,404.99	(2,249.52)	0.00	-
Fees Exempt AB181 For December		2,404.99								
Fees Paid AB181 For December		(2,249.52)								
Fees Paid SB50 For December		-								
Fifth & Patterson Paid for December		\$0.00								
Fees Exempt AB181 To Date:		19,625.72								
Fees Paid AB181 To Date:		251,864.94								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		-								
JANUARY 2014~										
RESIDENTIAL										

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2013 - 2014

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
1/16/2014	Jorge Cueto	2121 Spyglass Trail West	5270	179-0-151-235	78	Addition	234.78			
1/24/2014	Pedro Vega	1961 Pericles Pl	1955	220-0-081-035	496	Addition	1,492.96			
1/29/2014	Maria Ponle	152 W. Iris St	3630	203-292-040	141	Addition	424.41			
COMMERCIAL										
Sub-Total January 2014		\$2,152.15					2,152.15	0.00	0	\$0.00
Fees Exempt AB181 For January		2,152.15								
Fees Paid AB181 For January		-								
Fees Paid SB50 For January		-								
Fifth & Patterson Paid for January		\$0.00								
Fees Exempt AB181 To Date:		21,777.87								
Fees Paid AB181 To Date:		251,864.94								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date:		-								
FEBRUARY 2014 ~										
RESIDENTIAL										
2/6/2014	Maria Hilda Bravo Vargas	555 E. Laurel St	2950	204-191-230	76	Addition	228.76			
2/11/2014		955 Mandalay Beach	8720	191-051-385	44	Addition	132.44			
2/18/2014	Walter Hagedohm	5300 Whitecap St	8725	191-084-085	3144	New		9463.44		
COMMERCIAL										
Sub-Total February 2014		\$9,824.64					361.20	9,463.44	-	\$0.00
Fees Exempt AB181 For February		361.20								
Fees Paid AB181 For February		9,463.44								
Fees Paid SB50 For February		-								
Fifth & Patterson Paid for February		\$0.00								
Fees Exempt AB181 To Date:		22,139.07								
Fees Paid AB181 To Date:		261,328.38								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date:		-								
MARCH 2014~										
RESIDENTIAL										
3/20/2014	Lopez	1941 Pericles	1955	220-081-035	499	Addition	1,751.49			
3/25/2014	Raul Orozco	153 S. Garfield Ave.	2630	201-126-060	129	Addition	388.29			
COMMERCIAL										

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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
Sub-Total March 2014		\$2,139.78					2,139.78	0.00	0.00	0.00
	Fees Exempt AB181 For March	2,139.78								
	Fees Paid AB181 For March	-								
	Fees Paid SB50 For March	-								
	Fifth & Patterson Paid for March	\$0.00								
	Fees Exempt AB181 To Date:	24,278.85								
	Fees Paid AB181 To Date:	261,328.38								
	Fees Paid SB50 To Date:	-								
	Fifth & Patterson Paid to Date	0.00								
April 2014 ~										
RESIDENTIAL										
4/22/2014	Roberto Gonzalez	824 Azalea	4010	139-183-115	337	Addition	1,115.47			
COMMERCIAL										
4/8/2014 (Religious Exemption)	Nabil Sakla	1200 Pacific Ave.	2200	220-0-291-155	8,645	New	2,913.37			
Sub-Total April 2014		\$2,913.37					2,913.37	0.00	-	\$0.00
	Fees Exempt AB181 For April	2,913.37								
	Fees Paid AB181 For April	-								
	Fees Paid SB50 For April	-								
	Fees Exempt AB181 To Date:	27,192.22								
	Fees Paid AB181 To Date:	261,328.38								
	Fees Paid SB50 To Date:	-								
MAY 2014~										
RESIDENTIAL										
05/05/14	Patricia Cruz	1174 S. "N" Street	4310	203-011-180	498	Addition	1,648.38			
05/05/14	Deborah Zumerling	4921 Dunes Circle	1467	196-0-031-205	1,467	Addition		4,855.77		
05/27/14	Jered Nissan	1010 Canal Street	7660	196-0-033-285	221	Addition	731.51			
05/28/14	Jess Villagomez	624 Rosalinda Dr.	2143	215-101-135	690	Addition		2,283.90		
Sub-Total May 2014		\$9,519.56					2,379.89	7,139.67	0	0
	Fees Exempt AB181 For May	2,379.89								
	Fees Paid AB181 For May	7,139.67								
	Fees Paid SB50 For May	0								
	Fifth & Patterson Paid for May	0								
	Fees Exempt AB181 To Date:	29,572.11								

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2013 - 2014

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
Fees Paid AB181 To Date:		268,468.05								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		0.00								
JUNE 2014--										
RESIDENTIAL										
6/4/2014	Rod Perryman	1100 Capri Way	8735	191-0-087-015	376	Addition	1,244.56			
6/5/2014	Guadalupe Garcia	1437 W. Beverly Drive	4150	200-0-262-150	494	Addition	1,635.14			
6/9/2014	R. Sandefer Construction	1409 Marine Way	8760	191-0-132-415	4,644	New		15,371.64		
6/13/2014	Cynthia & Jason Allen	1120 W. Robert Ave.	4120	200-163-315	204	Addition	675.24			
6/18/2014	Fernando Sevilla	2240 Jamestown Blvd.	7940	188-0-064-025	858	Addition		2,839.98		
6/30/2014	Robert & Monica Paryer	2015 Napoli Dr.	7900	188-0-015-015	140	Addition	463.40			
6/30/2014	Alma Garcia	1421 Crest Ct.	6640	187-0-034-235	747	Addition		2,472.57		
6/30/2014	Orlando Herrera	436 S. E Street	3240	202-0-086-110	1,046	New		3,462.26		
COMMERCIAL										
							0			
Sub-Total Month of June 2014		\$28,164.79					4,018.34	24,146.45	0.00	\$0.00
Fees Exempt AB181 For June		4,018.34								
Fees Paid AB181 For June		24,146.45								
Fees Paid SB50 For June		0.00								
Fifth & Patterson Paid for June		\$0.00								
Fiscal Year 2013-14 Grand Totals										
Fees Exempt AB181 To Date:		33,590.45								
Fees Paid AB181 To Date:		292,614.50								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		-								
Grand Total All		326,204.95								

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
July 2012~										
RESIDENTIAL										
7/10/12	Jorge V. Quintero	1235 Escalon Dr. Oxnard, Ca. 93030	5710	186-036-205	196	Addition	582.12			
COMMERCIAL										
Sub Total July 2012		\$582.12					582.12	0.00	0.00	\$0.00
Fees Exempt AB181 For July		582.12								
Fees Paid AB181 For July		-								
Fees Paid SB50 For July		-								
Fees Exempt AB181 To Date:		582.12								
Fees Paid AB181 To Date:		-								
Fees Paid SB50 To Date:		-								
August 2012~										
RESIDENTIAL										
8/6/12	Jeffrey Jordan	3650 Oarfish Ln Oxnard, Ca. 93030	6580	186-0-023-135	318	Addition	944.46			
8/17/12	Elvira Ortiz	168 E. Date Oxnard, Ca. 93030	2830	204-082-360	61	Addition	181.17			
8/21/2012	Ron Brown	611 Oleander Dr. Oxnard, Ca. 93030	3740	203-333-275	506	Addition		1502.82		
8/30/12	Virginia Gonzalez	815 Colonia Rd. Oxnard, Ca 93030	2610	201-033-140	48	Addition	142.56			
COMMERCIAL										
Sub-Total August 2012		\$1,502.82					1,268.19	1,502.82	0.00	0.00
Fees Exempt AB181 For August		1,268.19								
Fees Paid AB181 For August		1,502.82								
Fees Paid SB50 ForAugust		-								
Fees Exempt AB181 To Date:		1,850.31								
Fees Paid AB181 To Date:		1,502.82								
Fees Paid SB50 To Date:		-								

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
SEPTEMBER 2012 ~										
RESIDENTIAL										
9/11/2012	MR & Mrs. Guglielmo	5320 Moonstone Wy Oxnard, Ca.	8740	191-0-093-035	326	Addition	968.22			
9/12/2012	Jose Garcia	415 N. Roosevelt Ave Oxnard, Ca	2621	201-0-055-040	495	Addition	1,470.15			
9/13/2012	Mary Dlstatam	4435 Gateshead Bay Oxnard, Ca	7875	188-0-100-315	30	Addition	89.10			
9/17/2012	Arthur Stone	2005 Greencastle Wy Oxnard, Ca	7920	188-0-055-025	2,900	Addition		8,613.00		
9/18/2012	David Fernandez	511 Janetwood St. Oxnard, Ca	3050	200-0-031-115		Addition	400.95			
COMMERCIAL										
9/18/2012	Fisher & Sons Inc	1250 E. Third St. Oxnard, Ca.	2615	201-0-170-515	2,615	Commercial		15,165.00		
Sub-Total September 2012										
		26,706.42						2,928.42	23,778.00	0.00
	Fees Exempt AB181 ForSeptember	2,928.42								
	Fees Paid AB181 For September	23,778.00								
	Fees Paid SB50 For September	-								
	Fees Exempt AB181 To Date:	4,778.73								
	Fees Paid AB181 To Date:	25,280.82								
	Fees Paid SB50 To Date:	-								
OCTOBER 2012 ~										
RESIDENTIAL										
10/2/2012	Chandler Blvd Mgmt LLC	515 N Roosevelt Ave Oxnard, Ca	2620	201-0-023-080	1,307	Addition		\$3,881.79		
COMMERCIAL										
10/23/2012	Jim Curtis	2899 W. Fifth St. Oxnard, Ca		183-0-100-525	800	Commercial		\$269.60		
Sub Total October 2012										
		\$4,151.39						0.00	4,151.39	0.00
	Fees Exemp AB181 For October	-								
	Fees Paid AB181 For October	\$4,151.39								
	Fees Paid SB50 For October	\$0.00								
		-								
	Fees Exempt AB181 To Date:	4,778.73								
	Fees Paid AB181 To Date:	29,432.21								
	Fees Paid SB50 To Date	-								

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
2012-2013**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
NOVEMBER 2012'										
RESIDENTIAL										
11/1/2012	Mayra Franco	1420 Valley Park Oxnard	3610	203-133-150	300	Addition	\$891.00			
11/5/2012	Barbara Paderni	1274 W. Birch St. Oxnard, Ca	4320	203-0-092-330	491	Addition	\$1,458.27			
11/5/2012	Jose Garcia	242 W. Elm St. Oxnard, Ca	3610	203-0-211-215	375	Addition	\$1,113.75			
11/7/2012	Greg Aragon	3224 Dove Canyon Dr. Oxnard, Ca	6100	179-0-270-075	214	Addition	\$635.58			
11/16/2012	Saul Vigil	223 S. Roosevelt Ave Oxnard, Ca	2615	201-0-128-120	351	Addition	\$1,042.47			
11/28/2012	Pedro Vega	1835 Napoleon Ave Oxnard, Ca	1970	220-0-105-235	493	Addition	\$1,464.21			
COMMERCIAL										
Sub-Total November 2012										
		\$6,605.28					\$6,605.28	\$0.00	\$0.00	\$0.00
NECSP										
Fees Exempt AB181 For November		\$6,605.28								
Fees Paid AB181 For November		\$0.00								
Fees Paid SB50 For November		\$0.00								
Fees Exempt AB181 To Date:		11,384.01								
Fees Paid AB181 To Date:		29,432.21								
Fees Paid SB 50 To Date		-								
Fifth & Patterson Paid to Date		-								
DECEMBER 2012~										
RESIDENTIAL										
12/12/2012	Maria Vine	1024 Piedmont St. Oxnard, Ca.	5620	183-0-184-155	115	Addition	\$341.55			
COMMERCIAL										
Sub-Total Month of December										
		\$341.55					341.55	-	0.00	-
Fees Exempt AB181 For December		341.55								
Fees Paid AB181 For December		-								
Fees Paid SB50 For December		-								
Fifth & Patterson Paid for December		\$0.00								
Fees Exempt AB181 To Date:		11,725.56								
Fees Paid AB181 To Date:		29,432.21								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		-								

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
2012-2013**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
JANUARY 2013~										
RESIDENTIAL										
1/7/2013	Sam Vigil	1270 Hibiscus St. Oxnard, Ca	4050	139-113-095	199	Addition	591.03			
1/10/2013	Dream Home Remodeling	5036 Amalfi Way Oxnard, Ca	8770	191-0-153-045	161	Addition	478.17			
1/25/2013	Luis Mendoza	227 N. Bonita Ave Oxnard, Ca	261	201-0-062-110	236	Addition	700.92			
COMMERCIAL										
Sub-Total January 2013										
		\$1,770.12					1,770.12	0.00	0	\$0.00
Fees Exempt AB181 For January		1,770.12								
Fees Paid AB181 For January		-								
Fees Paid SB50 For January		-								
Fifth & Patterson Paid for January		\$0.00								
Fees Exempt AB181 To Date:		13,495.68								
Fees Paid AB181 To Date:		29,432.21								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date:		-								
FEBRUARY 2013 ~										
RESIDENTIAL										
2/5/2013	Stuart Horwitz	1581 Mandalay Beach Rd Oxnard, Ca	8770	191-0-420-095	56	Addition	166.32			
COMMERCIAL										
2/6/2013	Ailsam Channel Island LLC	1811 E Channel Island Blvd	2410	P200-5-55	4,604	Commercial		1,551.55		
Sub-Total February 2013										
		\$1,717.87					166.32	1,551.55	-	\$0.00
Fees Exempt AB181 For February		166.32								
Fees Paid AB181 For February		1,551.55								
Fees Paid SB50 For February		-								
Fifth & Patterson Paid for February		\$0.00								
Fees Exempt AB181 To Date:		13,662.00								
Fees Paid AB181 To Date:		30,983.76								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date:		-								

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SCHOOL FACILITIES DEVELOPER FEES REPORT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
MARCH 2013~										
RESIDENTIAL										
3/4/2013	Victoria Zuniga	1731 Piedmont St. Oxnard, Ca.	5800	183-0-314-145	354	Addition	1,051.38			
3/13/2013	Sergio Loya	2034 Rhonda St. Oxnard, Ca	5230	179-0-061-055	490	Addition	1,455.30			
3/13/2013	Hilario Valdez	874 Saratoga St. Oxnard, Ca/	5615	183-+0-171-045-0	72	Addition	213.84			
3/20/2013	L.M. Fout	5317 Surfrider Way Oxnard, Ca	8715	191-0-052-115	2,678	New		7,953.66		
3/25/2013	Guadalupe Llamas	574 E Kamala St. Oxnard, Ca.	2940	204-191-080	498	Addition	1,479.06			
3/26/2013	Ruben Gonzalez	2724 S "M" St. Oxnard, Ca.		205-194-295	499	Addition	1,482.03			
COMMERCIAL										
Sub-Total March 2013										
		\$13,635.27					5,681.61	7,953.66	0.00	0.00
Fees Exempt AB181 For March		5,681.61								
Fees Paid AB181 For March		7,953.66								
Fees Paid SB50 For March		-								
Fifth & Patterson Paid for March		\$0.00								
Fees Exempt AB181 To Date:		19,343.61								
Fees Paid AB181 To Date:		38,937.42								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		0.00								
April 2013 ~										
RESIDENTIAL										
4/2/2013	Gene Snyder	4131 Romney Ave Oxnard, Ca.	7920	188-0-045-245	530	Addition		1,574.10		
4/8/2013	Barbara Mallany & Ken Riggs	1751 Callas Ct Oxnard, Ca	5710	183-411-275	123	Addition	365.31			
4/19/2013	Salvador Salas	1270 So "J" St. Oxnard, Ca.	3560	203-031-270	568	Addition		1,687.00		
COMMERCIAL										
Sub-Total April 2013										
		\$3,626.41					365.31	3,261.10	-	\$0.00
Fees Exempt AB181 For April		365.31								
Fees Paid AB181 For April		3,261.10								
Fees Paid SB50 For April		-								
Fees Exempt AB181 To Date:		19,708.92								
Fees Paid AB181 To Date:		42,198.52								
Fees Paid SB50 To Date:		-								

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MAY 2013~										
RESIDENTIAL										
5/21/2013	Conejo Construction	135 S. "C" St. Oxnard, Ca	3270	202-046-050	2,726	New		8,205.26		
5/21/2013	Conejo Construction	137 S. "C" St. Oxnard, Ca	3270	202-046-050	988	New		2,973.88		
Sub-Total May 2013										
		\$11,179.14					0.00	11,179.14	0	0
Fees Exempt AB181 For May										
		-								
Fees Paid AB181 For May										
		11,179.14								
Fees Paid SB50 For May										
		0								
Fifth & Patterson Paid for May										
		0								
Fees Exempt AB181 To Date:										
		19,708.92								
Fees Paid AB181 To Date:										
		53,377.66								
Fees Paid SB50 To Date:										
		-								
Fifth & Patterson Paid To Date										
		0.00								
JUNE 2013~										
RESIDENTIAL										
6/6/2013	Gerardo Magallon	573 E. Channel Islands Blvd Oxnard	2960	204-0-233-395	300	Addition	903.00			
6/28/2013	Alicia Flores	1051 W. Kamala St. Oxnard, Ca.	400	205-0-301-065	400	Addition	1,204.00			
COMMERCIAL										
Sub-Total Month of June 2013										
		\$2,107.00					2,107.00	0.00	0.00	\$0.00
Fees Exempt AB181 For June										
		2,107.00								
Fees Paid AB181 For June										
		-								
Fees Paid SB50 For June										
		0.00								
Fifth & Patterson Paid for June										
		\$0.00								
Grand Totals										
Fees Exempt AB181 To Date:										
		21,815.92								
Fees Paid AB181 To Date:										
		53,377.66								
Fees Paid SB50 To Date:										
		-								
Fifth & Patterson Paid To Date										
		-								
Grand Total All										
		75,193.58								

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES (DEVELOPER) FEES REPORT
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								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M'T
July 2011~										
RESIDENTIAL										
7/7/11	Almanza, Alex	1035 Piedmont St. Oxnard, Ca.	5620	183-0-183-095	106	Addition	372.06			
7/12/2011	Santoyo, Ricardo	2625 Lassen St. Oxnard, Ca.	4420	205-0-194-425	293	Addition	1,028.43			
							1,400.49			
COMMERCIAL										
Sub Total July 2011		\$0.00							0.00	\$0.00
Fees Exempt AB181 For July		2,428.92								
Fees Paid AB181 For July		-								
Fees Paid SB50 For July		-								
Fees Exempt AB181 To Date:		2,428.92								
Fees Paid AB181 To Date:		-								
Fees Paid SB50 To Date:		-								
August 2011~										
RESIDENTIAL										
8/1/11	Prucher, Steven	5306 Reef Way Oxnard, Ca	8710	191-0-045-015	91	Addition	319.41			
8/1/11	Johnson, Jeff	5222 Whitecap St. Oxnard, Ca	8725	191-0-084-155	130	Addition	456.30			
8/10/2011	Guzman-Lopez, Miguel A.	1650 Licho Way Oxnard, Ca.	2000	215-0-127-055	242	Addition	849.42			
8/12/11	Salwa, Alfiadl	506 Glenwood Dr. Oxnard, Ca	3070	200-0-022-165	2038	Addition		7,153.38		
8/12/2011(.50 Donation)	Salwa, Alfiadl	506 Glenwood Dr. Oxnard, Ca	3070	200-0-022-165	2038	Addition		0.50		
8/16/11	Soto, Jose	143 Alpine St. Oxnard, Ca	1670	216-0-071-085	499	Addition	1,751.49			
8/24/11	Cadiz, Alfredo	1034 Rialto St. Oxnard, Ca. 93035	5620	183-0-183-145	40	Addition	140.40			
8/24/11	Mora, Moises	1814 Valley Park Dr. Oxnard, Ca.	3620	203-0-222-130	440	Addition	1,544.40			
COMMERCIAL										
8/9/11	DeHart, Dave	1720 Mountain View Ave Oxnard, Ca	2200	201-0-302-225	968	Commercial		300.08		
							5,061.42	7,453.96		
Sub-Total August 2011		\$7,453.96								0
Fees Exempt AB181 For August		5,061.42								
Fees Paid AB181 For August		7,453.96								
Fees Paid SB50 For August										
Fees Exempt AB181 To Date:		7,490.34								
Fees Paid AB181 To Date:		7,453.96								
Fees Paid SB50 To Date:		-								

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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'MT
SEPTEMBER 2011 ~										
RESIDENTIAL										
9/8/2011	Cruz, Cesar	2651 Beaufort Dr. Oxnard, Ca	1955	220-0-085-035	25	Addition	87.75			
9/26/2011	Orozco, Raul	226 W. Magnolia Oxnard, Ca.	3230	202-0-053-030	584	Addition		2,049.84		
9/30/2011	Covarrubias, Faustino	1965 Patricia St. Oxnard, Ca	5230	179-0-011-065	648	Addition		2,274.48		
COMMERCIAL										
9/30/2011	Galaxy Botanicals, LLC	1251 Stellar Dr. Oxnard, Ca.		220-0-291-505	1,227	Commercial		380.37		
Sub-Total September 2011		4,792.44					87.75	4,704.69	0.00	\$0.00
Fees Exempt AB181 For September		87.75								
Fees Paid AB181 For September		4,704.69								
Fees Paid SB50 For September		-								
Fees Exempt AB181 To Date:		7,578.09								
Fees Paid AB181 To Date:		12,158.65								
Fees Paid SB50 To Date:		-								
OCTOBER 2011 ~										
RESIDENTIAL										
10/3/2011	Fleming, Peter	1041 Mandalay Beacg Rd Oxnard	8770	191-0-420-075	4,585	Addition		\$16,093.35		
10/7/2011	Gutierrez, Gilberto	1264 Banta Ct Oxnard, Ca	5710	183-0-411-055	275	Addition	965.25			
10/11/2011	Catanzaro, Jeff	2541 Monaco Dr Oxnard 93035	7900	188-0-021-375	396	Addition	\$1,389.96			
10/26/2011	Avila, Ruben	128 N. Hayes Ave Oxnard, Ca	2645	201-0-111-150	1,786	Addition		\$6,268.86		
10/26/2011	Oadiz, Alfredo	1034 Rialto St Oxnard, Ca	5620	183-183-145	263	Addition	\$923.13			
10/27/2011	Colletta, Lori	5311 Beacgcomber Oxnard, Ca	8715	191-053-125	2,275	Addition		\$7,985.25		
COMMERCIAL										
							3,278.34	\$30,347.46		
Sub Total October 2011		\$67,251.60								
Fees Exemp AB181 For October		3,278.34								
Fees Paid AB181 For October		\$30,347.46								
Fees Paid SB50 For October		\$0.00								
		-								
Fees Exempt AB181 To Date:		10,856.43								
Fees Paid AB181 To Date:		42,506.11								
Fees Paid SB50 To Date		-								
NOVEMBER 2011*										

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SCHOOL FACILITIES (DEVELOPER) FEES REPORT
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M'T
RESIDENTIAL										
11/8/2011	Hunt, Steve	4924 Oceanaire St Oxnard, Ca	8770	191-0-164-035	2,911	Addition		\$10,217.61		
11/8/2011	Avalos, Polo	118 Cordoba St Oxnard, Ca	1670	216-0-074-115	133	Addition	\$466.83			
11/17/2011	Cortez, Rudolfo	2830 S. "M" St Oxnard, Ca	4420	205-0-194-235	270	Addition	\$947.70			
11/28/2011	Muller, Donald	5036 Amali Wy Oxnard, Ca	8770	191-0-153-045	524	Addition		\$1,839.24		
11/29/2011	Vega, Pedro	301 Anita St Oxnard, Ca	2601	201-0-063-100	310	Addition	\$1,088.10			
COMMERCIAL										
Sub-Total November 2011										
		\$14,559.48					\$2,502.63	\$12,056.85	\$0.00	\$0.00
NECSP										
	Fees Exempt AB181 For November	2,502.63								
	Fees Paid AB181 For November	12,056.85								
	Fees Paid SB50 For November	\$0.00								
	Fees Exempt AB181 To Date:	13,359.06								
	Fees Paid AB181 To Date:	54,562.96								
	Fees Paid SB 50 To Date	-								
	Fifth & Patterson Paid to Date	-								
DECEMBER 2011~										
RESIDENTIAL										
COMMERCIAL										
12/21/2011	Terry Wessela	711 Diaz Ave Oxnard, Ca	2700	201-0-220-315	435	Addition		134.85		
	Hold Check-Bal owed	Deardorf		400 N. Lombard St. Oxnard, Ca	216-0-203-235-	115,421	35,780.51	25,616.54		
12/20/2011	Deardorf	400 N. Lombard St. Oxnard, Ca		216-0-203-235-	115,421	35,780.51				
Sub-Total Month of December										
		\$25,751.39					-	25,751.39	0.00	-
	Fees Exempt AB181 For December	-								
	Fees Paid AB181 For December	25,751.39								
	Fees Paid SB50 For December	-								
	Fifth & Patterson Paid for December	\$0.00								
	Fees Exempt AB181 To Date:	13,359.06								
	Fees Paid AB181 To Date:	80,314.35								
	Fees Paid SB50 To Date:	-								
	Fifth & Patterson Paid to Date	-								

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SCHOOL FACILITIES (DEVELOPER) FEES REPORT
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'MT
JANUARY 2012~										
RESIDENTIAL										
1/3/2012	Boulder Builders	5357 Surfrider Wy Oxnard, Ca	8715	191-0-052-025	823	Addition		2,888.73		
1/10/2012	Enrique Mata	124 Gibraltar Oxnard, Ca.	1660	216-096-025	84	Addition	294.84			
1/18/2012	Eric Raz	935 Saratoga St. Oxnard, Ca	5620	183-0-181-045	81	Commercial	284.31			
COMMERCIAL										
1/4/2012	Santa Clara Waste Water	1135 E. Wooley Rd Oxnard, Ca	2200	201-0-291-200	320	Commercial		99.20		
1/9/2012	Flow Battery Building	1051 Pacific Ave. Oxnard, Ca	4500	201-0-301-035	4,500	Commercial		\$1,395.00		
Sub-Total January 2012		\$4,962.08					579.15	4,382.93	0	\$0.00
Fees Exempt AB181 For January		579.15								
Fees Paid AB181 For January		4,382.93								
Fees Paid SB50 For January		-								
Fifth & Patterson Paid for January		\$0.00								
Fees Exempt AB181 To Date:		13,938.21								
Fees Paid AB181 To Date:		84,697.28								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date:		-								
FEBRUARY 2012 ~										
RESIDENTIAL										
2/29/2012	Jose Silva	128 Harrison Ave. Oxnard. Ca	2645	201-115-190	2,259	Addison		7,929.09		
COMMERCIAL										
Sub-Total February 2012		\$7,929.09					0.00	7,929.09	-	\$0.00
Fees Exempt AB181 For February		-								
Fees Paid AB181 For February		7,929.09								
Fees Paid SB50 For February		-								
Fifth & Patterson Paid for February		\$0.00								
Fees Exempt AB181 To Date:		13,938.21								
Fees Paid AB181 To Date:		92,626.37								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date:		-								

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES (DEVELOPER) FEES REPORT
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'MT
MARCH 2012--										
RESIDENTIAL										
3/8/2012	Nicole Pedraza	1621 Coronado Pl Oxnard, Ca	5340	181-0-022-095	433	Addition	1,519.83			
3/9/2012	Fernandez, Luis	522 N. Roosevelt Ave Oxnard, Ca	2620	201-0-031-200	1,821	Addition		6,391.71		
3/15/2012	AFCO Construction	1401 Marine Wy Oxnard, Ca	8760	191-0-132-485	65	Addition		228.15		
3/20/2012	Garnicas Construction	525 Eastwood Dr Oxnard, Ca	3120	219-035-040	194	Addition	680.94			
S/B 35780.51 (25616.54)=10163.97 Due										
3/7/2012	Alex Semchenko	400 Lombard Oxnard		216-0-203-235	115,421	Addition		10,163.97		
COMMERCIAL										
3/15/2012	Pacific Ridge Farms	2640 Sturgis St Oxnard	1600	216-0-160-355	980	Commercial		303.80		
Sub-Total March 2012		\$19,288.40					2,200.77	17,087.63	0.00	0.00
Fees Exempt AB181 For March		2,200.77								
Fees Paid AB181 For March		17,087.63								
Fees Paid SB50 For March		-								
Fifth & Patterson Paid for March		\$0.00								
Fees Exempt AB181 To Date:		16,138.98								
Fees Paid AB181 To Date:		109,714.00								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		0.00								
April 2012 ~										
RESIDENTIAL										
4/10/2012	Eric Jensen	2330 Greencastle Ln Oxnard	7920	188-0-063-085	300	Addition	1,053.00			
4/18/2012	Martin Brian	855 Viviana Dr Oxnard, Ca	2000	2150-123-105	270	Addition	947.70			
4/18/2012	C. Maeneco	200 Kingbridge Wy Oxnard	7930	188-0-051-015	328	Addition	1151.28			
COMMERCIAL										
Sub-Total April 2012		\$2,098.98					2,098.98	0.00	-	\$0.00
Fees Exempt AB181 For April		2,098.98								
Fees Paid AB181 For April		-								
Fees Paid SB50 For April		-								
Fees Exempt AB181 To Date:		18,237.96								
Fees Paid AB181 To Date:		109,714.00								
Fees Paid SB50 To Date:		-								

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES (DEVELOPER) FEES REPORT
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M'T
MAY 2012~										
RESIDENTIAL										
5/14/2012	Uvaldo Leyva	637 Robert Ave Oxnard, Ca	3140	200-0-191-140	869	Addition		2,580.93		
5/14/2012	David Fernandez	511 Janetwood Oxnard, Ca	3050	200-031-115	494	Addition	1467.18			
5/24/2012	Edmundo Elenes	3140 Taffrail Ln Oxnard, Ca	6510	185-0-033-345	312	Addition	926.64			
Sub-Total May 2012		\$4,974.75					2,393.82	2,580.93	0	0
Fees Exempt AB181 For May		2,393.82								
Fees Paid AB181 For May		2,580.93								
Fees Paid SB50 For May		0								
Fifth & Patterson Paid for May		0								
Fees Exempt AB181 To Date:		20,631.78								
Fees Paid AB181 To Date:		112,294.93								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		0.00								
JUNE 2012~										
RESIDENTIAL										
6/1/2012	Juarez, Aurora	1225 W. Cedar Oxnard, Ca	4320	203-092-125	47	Addition	139.59			
6/19/2012	Jose Garcia	527 W. Fifth St Oxnard, Ca	3420	202-0-086-080	1,078	Addition		3,201.66		
COMMERCIAL										
Sub-Total Month of June 2012		\$3,341.25					139.59	3,201.66	0.00	\$0.00
Fees Exempt AB181 For June		139.59								
Fees Paid AB181 For June		3,201.66								
Fees Paid SB50 For June		0								
Fifth & Patterson Paid for June		\$0.00								
Grand Totals								\$115,496.59		
Fees Exempt AB181 To Date:		20,771.37								
Fees Paid AB181 To Date:		115,496.59								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		-								
Grand Total All		136,267.96								

April 2011 ~									
RESIDENTIAL									
4/19/2011	Ruben Cuevas /Rafael	1136 E Second St Oxnard	2160	201-154-010	1288	Addition		\$ 4,456.48	
4/19/2011	George Johnson	2205 S. Victoria Oxnard	7900	190401-080	141	Addition	\$ 487.86		
4/21/2011	Maggie Wilder	5054 Marlin Way Oxnard	8760	191-0-122-035	202	Addition	\$ 698.92		
4/25/2011	David Carroll	5061 Marlin Way Oxnard	8760	191-0-121-025	133	Addition	\$ 460.18		
COMMERCIAL									
Sub-Total April									
	\$	6,103.44					\$ 1,646.96	\$ 4,456.48	\$ - \$ -
Fees Exempt AB181 For April	\$	1,646.96							
Fees Paid AB181 For April	\$	4,456.48							
Fees Paid SB50 For April	\$	-							
Fees Exempt AB181 To Date:	\$	13,969.43							
Fees Paid AB181 To Date:	\$	191,859.50							
Fees Paid SB50 To Date:	\$	-							
MAY 2011~									
RESIDENTIAL									
5/6/2011	Anastasia Pena	164 Wilson Ave Oxnard	2605	201-0-145-105	366	Addition	\$ 1,284.66		
5/18/2011	Many Mansions	110 N. "D" St Oxnard	3270	202-0-045-130	76	Addition	\$ 266.76		
5/24/2011	Tom Johnson	4030 Nice Ct Oxnard	7910	188-0-036-165	60	Addition	\$ 210.60		
5/26/2011	Jacqueline Rodriquez	721 Aspen Circle Oxnard	5440	181-0-145-145	180	Addition	\$ 811.80		
5/31/2011	Jose Torres	1435 Visalia St Oxnard	5820	183-0-353-055	624	Addition	\$ 2,190.24		
COMMERCIAL									
Sub-Total May 2011									
	\$	4,764.06					\$ 2,573.82	\$ 2,190.24	\$ - \$ -
Fees Exempt AB181 For May	\$	2,573.82							
Fees Paid AB181 For May	\$	2,190.24							
Fees Paid SB50 For May	\$	-							
Fifth & Patterson Paid for May	\$	-							
Fees Exempt AB181 To Date:	\$	16,543.25							
Fees Paid AB181 To Date:	\$	194,049.74							
Fees Paid SB50 To Date:	\$	-							
Fifth & Patterson Paid To Date	\$	-							

JUNE 2011~										
RESIDENTIAL										
6/1/2011	John Ocampo	1725 Elsinore Ave Oxnard	5850	183-385-015	416	Addition	\$ 1,460.16			
6/8/2011	Ryan Conner	751 Mandalay Beach Rd Oxnard	8705	191-0-041-235	3,785	Addition		\$ 13,285.35		
6/17/2011	Bruce Strathearn/A.Ugrik	2215 Monaco Dr. Oxnard, Ca	7900	188-0-014-035	174	Addition	\$ 610.74			
6/21/2011	Veronica Juarez	855 Rialto St. Oxnard, Ca.	5615	183-172-045	846	Addition		\$ 2,969.46		
6/27/2011	Steven Nagelberg/Ray Ruzic	1211 Capri Wy Oxnard, Ca.	8740	191-0-091-125	2,858			\$ 10,031.58		
COMMERCIAL										
6/7/2011	Garnicas Construction	150 W. Laurel St. Oxnard	4410	203-0-320-515	2,591	Commercial		\$ 803.21		
6/28/2011	Quattro Del Norte LLC	201 N. Del Norte Blvd Oxnard		216-154-185	68,684	Commercial		\$ 21,292.04		
Sub-Total Month of June	\$	50,452.54						\$ 2,070.90	\$ 48,381.64	\$ - \$ -
Fees Exempt AB181 For June	\$	2,070.90								
Fees Paid AB181 For June	\$	48,381.64								
Fees Paid SB50 For June	\$	-								
Fifth & Patterson Paid for June	\$	-								
Grand Totals										
Fees Exempt AB181 To Date:	\$	18,614.15								
Fees Paid AB181 To Date:	\$	242,431.38								
Fees Paid SB50 To Date:	\$	-								
Fifth & Patterson Paid To Date	\$	-								
Grand Total All	\$	261,045.53								

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: December 7, 2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

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 December 8, 2016 through June 30, 2017.

Date of Board Action: December 7, 2016 Signature: _____
Dr. Cesar Morales,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____
Debra M. Cordes, _____
of the Board of Trustees

Signature: _____
Monica Madrigal Lopez, _____
of the Board of Trustees

Signature: _____
Ernest Morrison, _____
of the Board of Trustees

Signature: _____
Denis O'Leary, _____
of the Board of Trustees

Signature: _____
Veronica Robles-Solis, _____
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature: _____

Dr. Cesar Morales

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature to PL874 Application, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature: _____

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.

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.

Page Three

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: _____

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/07/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Purchase Order/Draft Payment Report #16-04(Cline/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 10/21/2016 through 11/21/2016 for the 2016-2017 school year, in the amount of \$2,535,297.36.
2. A listing of Draft Payments issued 10/21/2016 through 11/21/2016 for the 2016-2017 school year, D7547-D7549 for the total amount of \$402.00

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 #16-04 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #16-04 (13 Pages)

Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00028	Pioneer Chemical Co	CNS	stores	230.04
NP17-00031	Jordanos Inc	CNS	stores	521.90
NP17-00032	Jordanos Inc	CNS	stores	747.58
P17-01683	Apple Computer Inc	HARRINGTON	MATL SUPPLIES/ INSTRUCTION	626.40
P17-02238	GREAT PACIFIC PUMPKINS	SORIA	SERV (Instructional)	380.00
P17-02239	Bagsinbulk.com	RITCHEN	MATL/SUP-Instructional	77.76
P17-02240	Sylvia Dean Perennial Math LLC	FREMONT	BKS-INSTRUCTION	52.52
P17-02241	Scholastic Inc	FRANK	Mat/Sup - Instructional	228.70
P17-02242	Scholastic Inc	FRANK	Mat/Sup - Instructional	692.20
P17-02243	School Specialty Inc	Special Ed	MATL/SUP	522.37
P17-02244	Lightning Ridge Screen	HARRINGTON	MATS/SUPP INSTRUCTION	229.58
P17-02245	Par Inc	Special Ed	MATL/SUP	525.48
P17-02246	Carson Dellosa Publishing Co	CURREN	mat/sup - instructional	357.71
P17-02248	Really Good Stuff	RAMONA	Mat/Sup - Instruction	84.47
P17-02249	SCRIPPS NATL SPELLING BEE	CHAVEZ	PROFESSIONAL/CONSULTING SVCS-INSTRUCTIONAL	152.50
P17-02250	Flaghouse Inc	Special Ed	MATL/SUP (APE)	452.52
P17-02251	Smart And Final Iris Co	Special Ed	MATLS/SUPPL	600.00
P17-02252	Southwest Airlines	HR	Travel/Conf	473.96
P17-02253	Troxell Communications, Inc	HARRINGTON	MATERIALS & SUPPLIES/ INSTRUCTION	96.12
P17-02254	Office Depot Bus Ser Div	RAMONA	Mat/Sup - Instruction	108.00
P17-02255	Walmart	RAMONA	Mat/Sup - Instruction	108.00
P17-02256	Walmart	Pupil Srvs	MATL/SUP	100.00
P17-02257	Office Depot Bus Ser Div	HARRINGTON	MATS SUPP-INSTRUCTION	66.30
P17-02258	Southern Calif Kindergarten Co nference Inc	KAMALA	Conference-Instructional	328.00
P17-02259	HOWARD TARAS, MD PROFESSOR OF PEDIATRICS	Special Ed	SERV	60.00
P17-02260	Amazon Com	Special Ed	MATL/SUP (APE)	182.02
P17-02262	Las Virgenes Usd	Special Ed	CONF	300.00
P17-02263	Las Virgenes Usd	Special Ed	CONF (SL)	800.00
P17-02264	Amazon Com	Special Ed	MATL/SUP (OT)	91.69
P17-02265	Amazon Com	Special Ed	MATL/SUP (OT)	64.55
P17-02266	Amazon Com	Special Ed	MATL/SUP	51.95
P17-02268	Mind Streams Education LLC	ASSESS ACCOUN'	CONF	827.00
P17-02269	Labor Arbitration Institute,	HR	Conf/Travel	300.00
P17-02270	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	245.75
P17-02271	ESGI	MARSHALL	SERV - Instruction	875.00
P17-02272	Marie Callender's	MARSHALL	MATL/SUP - Instruction	413.28
P17-02273	MARRIOTT HOTEL SERVICES NEWPOR T BEACH MARRIOTT HOTEL	ASSESS ACCOUN'	CONF	744.26
P17-02274	School Nurse Supply Co	WAREHOUSE	Stores Supplies	635.04
P17-02275	Perma Bound Books	HARRINGTON	BKS-INSTRUCTION	267.19
P17-02276	IN-N-OUT BURGER FOUNDATION	HARRINGTON	SERV- INSTRUCTION	625.00
P17-02277	Amazon Com	HARRINGTON	MATS/SUPP INSTRUCTION	40.47
P17-02278	Lakeshore Learning Materials-V	HARRINGTON	MATS/SUPP INSTRUCTION	405.80
P17-02279	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	831.34
P17-02280	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	554.40

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 8

Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02281	Scholastic Inc	RITCHEN	MATL/SUP-instructional	808.50
P17-02282	Ventura Co Office Of Education	FRANK	Conf - Admin	50.00
P17-02283	C & M Subway	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	360.00
P17-02284	Newegg Com	FREMONT	Comp Sup and Software-Instructional	259.19
P17-02285	BSN Sports	WAREHOUSE	Stores Supplies	553.65
P17-02286	LABSOURCE, INC	WAREHOUSE	Stores Supplies	846.72
P17-02287	Daniels Tire Service	FACILITIES	Materials and Supplies	140.40
P17-02288	Div Of The State Architect	BUSINESS	CONST	500.00
P17-02289	River Ridge Golf Club	Pupil Srvs	SERV	405.00
P17-02290	Cardea Services	Pupil Srvs	MATL/SUP	327.13
P17-02291	Ventura Co Office Of Education	Pupil Srvs	CONF	235.00
P17-02292	Demco Inc	MCKINNA	matl/sup-instructional	442.29
P17-02293	Carnegie Art Museum Cornerst	MCKINNA	SERV-INSTRUCTIONAL	130.00
P17-02294	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	56.13
P17-02295	Staples Direct	KAMALA	Materials & Supplies-Instructional	59.91
P17-02296	Express Business Machines	KAMALA	REPAIRS-INSTRUCTIONAL	115.00
P17-02303	Lakeshore Learning Materials-V	KAMALA	Materials & Supplies-Instructional	871.56
P17-02306	Ventura Co Office Of Education	KAMALA	Conference-Instructional	45.00
P17-02307	Smart And Final Iris Co	KAMALA	Materials & Supplies-Instructional	300.00
P17-02316	CDW G	IT	MATL/SUP (Stephen)	288.93
P17-02317	Apple Computer Inc	IT	MATL/SUP (Valerie)	144.67
P17-02318	Best Buy	IT	MATL/SUP (Valerie)	261.34
P17-02319	Ventura Co Office Of Education	MCKINNA	conf-INSTRUCTIONAL	45.00
P17-02322	Parent Project Inc	CURREN	matl/sup - parent project	348.00
P17-02323	CADA	CURREN	serv - instructional/School Admin	840.00
P17-02324	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	496.34
P17-02326	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	260.73
P17-02327	ADVANCED CLASSROOM TECHNOLOGIE S, INC	CURREN	matl/sup - instructional	116.92
P17-02328	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	517.32
P17-02330	Constance Marie Halpern Mrs Fi gs Bookworm	FRANK	MATL/SUP - INSTRUCTIONAL	241.62
P17-02331	Costco Wholesale	FRANK	MATL/SUP - INSTRUCTIONAL	297.27
P17-02332	Sams Club 6455	FRANK	MATL/SUP - INSTRUCTIONAL	198.18
P17-02333	Scholastic Inc	CURREN	matl/sup - instructional	170.10
P17-02337	Gopher Sport	MCAULIFFE	MATL/SUPL-Instructional	619.65
P17-02338	Read Naturally, Inc	KAMALA	SERV-INSTR	436.60
P17-02341	Sams Club 6455	CURREN	matl/sup - instructional	540.00
P17-02342	Staples Direct	FRANK	MATL/SUP - INSTRUCTIONAL	118.78
P17-02343	Walmart	MARSHALL	MATL/SUP - Parent Participation	200.00
P17-02344	Uline	HAYDOCK	MATL/SUPPLY-INSTRUCTION	567.00
P17-02345	Walmart	HARRINGTON	MATLS/SUP -INSTR	213.43
P17-02348	Mindset Works, Inc	MCAULIFFE	Software-Instructional	200.00
P17-02350	Costco Wholesale	MCAULIFFE	MATL/SUPL-Instructional	200.00
P17-02351	Costco Wholesale	MARSHALL	MATL/SUP - Parent Participation	300.00
P17-02352	Liebert Cassidy Whitmore	RISK MGMT	Materials & Supplies	81.00
P17-02356	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	50.00
P17-02357	Allcable Inc	SIERRA LINDA	matl/sup - instructional	40.50

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2 of 8

Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02358	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	100.00
P17-02359	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	482.70
P17-02360	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	439.45
P17-02361	Creators of TouchMath	CURREN	mat/sup - instructional	388.80
P17-02362	Oriental Trading Co Inc	MCKINNA	matl/sup-INstructional	176.44
P17-02363	Pearson	Special Ed	MATL/SUP	342.00
P17-02364	Sunrise Phys Therapy Svcs In	Special Ed	MATLS/SUPPL	185.86
P17-02365	Infogrip Inc	Special Ed	Repair (VI)	140.00
P17-02366	MHS Inc	Special Ed	MATL/SUP	301.60
P17-02367	Naeyc	Special Ed	TRAVEL/CONF	165.00
P17-02368	Bg's Coffee Shop	HAYDOCK	MATL/SUPPLY-INSTRUCTION	642.60
P17-02370	Staples Direct	SIERRA LINDA	matl/sup - instructional	100.00
P17-02371	Wilshire Group	LEMONWOOD	MAT/SUPP (ADMIN)	500.70
P17-02372	El Pollo Norteno Inc	MARINA	MATL/SUPL-Admin	520.00
P17-02373	Sams Club 6455	DRIFFILL	MATL/SUPP-instructional	540.00
P17-02374	Scholastic Inc	CURREN	matl/sup - instructional	81.99
P17-02377	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	59.39
P17-02378	Read Naturally, Inc	KAMALA	CONF-INSTRUCTIONAL	199.00
P17-02382	GREAT PACIFIC PUMPKINS	DRIFFILL	SERV-instructional	570.00
P17-02383	City Of Ventura	DRIFFILL	SERV-Instructional	450.00
P17-02384	Hyatt Centric the Pike Long Be	HR	Conf-	478.03
P17-02386	SCRIPPS NATL SPELLING BEE	DRIFFILL	SERV-instructional	152.50
P17-02388	Ventura Co Office Of Education	FACILITIES	Conference Fees	240.00
P17-02389	El Pollo Norteno Inc	ELM	Matl/Sup - Instructional	365.85
P17-02390	Lifetouch	MARSHALL	MATL/SUP - Instruction	900.00
P17-02391	Hilton San Diego Bayfront	SUPERINTENDEN	CONF/TRAVEL	339.39
P17-02392	IV CARLOS INC TACOS DON CHENTE	FREMONT	MATL/SUPP-INSTRUCTIONAL	300.00
P17-02395	Southern Calif Kindergarten Co nference Inc	KAMALA	CONF-INST	238.00
P17-02396	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPP (Instructional)	168.41
P17-02398	HOTEL CORQUE	ED SERVICES	conf	281.38
P17-02399	Marie Callender's	Special Ed	MATLS/SUPPL	365.07
P17-02400	DELTA EDUCATION	BREKKE	MATL/SUPP - Instruction	15.00
P17-02416	Witherspoon Ent Inc DBA Port A Stor	ED SERVICES	RENT	950.00
P17-02417	CDW G	HR	Supp-	340.31
P17-02419	Doubletree Hotel Ontario	ASES	conf	164.23
P17-02421	Starfall Education Foundation	LEMONWOOD	SOFTW APPS (INSTRUCUCTIONAL)	270.00
P17-02422	Aaron Brothers, Inc	HR	Supp-	540.00
P17-02426	Blick Art Materials	ED SERVICES	MATL/SUPP (HAYDOCK-BOND)	215.78
P17-02428	Subway.	HARRINGTON	MATL/SUPP Instruction	190.00
P17-02429	Ventura Co Office Of Education	SORIA	CONF (Instructional/Admin)	400.00
P17-02430	LANDWIN HOSPITALITY, LLC HILTO N LOS ANGELES/SAN GABRIEL	PERSONNEL	conf	245.94
P17-02431	TCP Reliable Mfg, Inc	CNS	supplies	149.04
P17-02433	TRICOR DIRECT, INC SETON ID PR ODUCTS	ROSE	NON-CAP. EQUIP - INSTRUCTIONAL	716.15

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Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02434	Dell Direct Sales Lp	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	16.04
P17-02437	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	855.14
P17-02439	Carolina Biological Supply	ED SERVICES	MATL/SUPP (Fremont-OSS)	199.71
P17-02440	Lightspeed Systems Sales, Inc	HAYDOCK	LICENSE/INSTRUCTIONAL	600.00
P17-02442	Pitsco Inc	SORIA	MATL/SUP (Instructional)	55.03
P17-02443	CDW G	HAYDOCK	COMPUTER/SUPPLY-INSTRUCTION	332.64
P17-02445	Demco Inc	MARSHALL	MATL/SUP - Instruction	83.15
P17-02446	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	204.12
P17-02447	Pacific Northwest Publishing	HAYDOCK	MATL/SUPPLY-INSTRUCTIONAL	702.00
P17-02448	CDW G	IT	MATL/SUP	167.16
P17-02450	Batteries Plus	WAREHOUSE	Stores Supplies	264.38
P17-02454	Apple Computer Inc	HAYDOCK	COMPUTER/SUPPLY-INSTRUCTION	804.60
P17-02455	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	40.88
P17-02456	Office Depot Bus Ser Div	SUPERINTENDEN	SUP	295.26
P17-02457	Staples Direct	SUPERINTENDEN	SUP	231.11
P17-02463	Southern Calif Kindergarten Co nference Inc	KAMALA	CONFERENCE-INSTR/ADMIN	476.00
P17-02464	Ventura Co Office Of Education	MARSHALL	CONF - Instruction	65.00
P17-02465	Southern Calif Kindergarten Co nference Inc	ROSE	TRAVEL & CONFERENCE - INSTRUCTION	328.00
P17-02466	Smart And Final Iris Co	MCAULIFFE	MATL/SUPL-Instructional	324.00
P17-02468	Lakeshore Learning Materials-V	ED SERVICES	MATL/ SUP	676.89
P17-02473	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Instructional	102.00
P17-02475	Demco Inc	MCAULIFFE	MATL/SUPL-Instructional	111.99
P17-02476	SurveyMonkey, Inc	IT	SERV (Valerie/Team)	300.00
P17-02478	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	80.95
P17-02482	Amazon Com	RITCHEN	MATL/SUP-Instructional	69.08
P17-02483	SCSNA	CNS	travel	180.00
P17-02484	Everlast Climbing Industries	FREMONT	Materials and Supplies-Instructional	32.40
P17-02485	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	86.81
P17-02486	Hilton San Diego Mission Val	ASSESS ACCOUN	CONF	422.59
P17-02490	Petroleum Telcom Inc DBA Telec om	RITCHEN	MATL/SUP-Admin	100.60
P17-02491	Western Corproate Image	RITCHEN	MATL/SUP-INSTRUCTIONAL	85.49
P17-02493	Gopher Sport	FREMONT	MATL/SUP-INSTRUCTIONAL	630.45
P17-02494	CPO Science	FREMONT	MAT/SUP-INSTRUCTIONAL	253.58
P17-02495	KHALED SHURRAB SENSORY GOODS L LC	MCAULIFFE	MATL/SUPL-Instructional	47.50
P17-02496	School Specialty Inc	RITCHEN	MATL/SUP-Instructional	165.23
P17-02498	Really Good Stuff	RITCHEN	MATL/SUP-INSTRUCTIONAL	626.02
P17-02502	Marie Callender's	Special Ed	MATLS/SUPPL	500.00
P17-02504	Fred Pryor Seminars	Special Ed	CONF(HAIDET)	149.00
P17-02505	Endless Choices	LEMONWOOD	Mat/Supp (Instrcutional)	875.16
P17-02507	Southern Calif Kindergarten Co nference Inc	LEMONWOOD	TRAV/CONF (Instructional)	984.00
P17-02508	Walmart	DRIFFILL	MATL/SUPP-instructional	75.60
P17-02509	Office Depot Bus Ser Div	Special Ed	MATL/SUP	106.92
P17-02510	Amazon Com	RAMONA	Mat/Sup - Instruction (SS)	84.29

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Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02512	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONFE (Instrcutional)	350.00
P17-02513	Sams Club 6455	SUPERINTENDEN	SUP	100.00
P17-02514	MOORPARK COLLEGE	ELM	SERV - Instructional	195.00
P17-02516	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	54.00
P17-02517	Really Good Stuff	BREKKE	MATL/SUP - SPEC ED RESOUC E SPEC	222.40
P17-02520	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	129.25
P17-02521	River Ridge Golf Club	Special Ed	RENTAL/ SERV	413.74
P17-02522	Scholastic Inc	FREMONT	MATL/ SUPP - INSTRUCTIONAL	336.85
P17-02523	Perma Bound Books	FREMONT	BKS INSTRUCTION	305.86
P17-02525	Parent Project Inc	RITCHEN	MATL/SUP-Parent Participation	950.40
P17-02526	Jones School Supply Co Inc	BREKKE	MATL/SUP - Instructional	189.00
P17-02529	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV ("GROUNDS" UNIFORMS)	109.74
P17-02532	Federal Express Corp	ED SERVICES	POSTAGE	390.66
P17-02533	Pat-Chem Laboratories	TRANSPORTATIO	SERVICES	300.00
P17-02534	Office Depot Bus Ser Div	HR	Materials & Supplies	670.60
P17-02535	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	452.47
P17-02536	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	516.13
P17-02537	Jordanos Inc	WAREHOUSE	MATLS	646.56
P17-02538	Apple Computer Inc	DRIFFILL	SFTWR APPS -instructional	32.40
P17-02539	Apple Computer Inc	MCKINNA	matl/sup-instructional	149.04
P17-02543	TECHSMITH CORPORATION	IT	Software/licenses (Camtasia)	202.80
P17-02546	Lakeshore Learning Materials-V	ED SERVICES	MATL/ SUP	970.64
P17-02549	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP	47.48
P17-02550	Teatro de las Americas, Inc	DRIFFILL	SERV-instructional	245.00
P17-02551	Batteries Plus	WAREHOUSE	Stores Suppliers	373.25
P17-02552	BSN Sports	WAREHOUSE	Stores Supplies	691.20
P17-02556	Walmart	Special Ed	MATL/SUP	100.00
P17-02557	Destin Thomas Communications I	BREKKE	REPAIR - Instruction	224.47
P17-02561	AutoZone Stores, LLC	FREMONT	MAT/SUP-INSTRUCTIONAL	26.96
P17-02563	Amazon Com	FREMONT	MATL/SUP-INSTRUCTIONAL	625.48
P17-02564	Nasco Modesto	HAYDOCK	MATL/SUPPLY-INSTRUCTION	299.13
P17-02565	Robotics Ed & Competition Fdn	ED SERVICES	SERV (Frank)	300.00
P17-02566	Boost Promotions	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	603.95
P17-02567	iFixit	FREMONT	MAT/SUP-INSTRUCTIONAL	82.55
P17-02570	Ventura Co Office Of Education	SORIA	CONF (Instructional/Admin)	320.00
P17-02571	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	LEMONWOOD	TRAV/CONF (admin)	225.00
P17-02572	Ventura Co Office Of Education	MCKINNA	CONF-INSTRUCTIONAL	50.00
P17-02573	Ventura Co Office Of Education	SORIA	CONF (Admin)	50.00
P17-02574	Walmart	RAMONA	Mat/Sup - Instruction (3rd)	300.00
P17-02576	Southwest Airlines	ED SERVICES	CONF	147.97
P17-02578	Office Depot Bus Ser Div	Special Ed	MATLS(SM)	37.86
P17-02579	Destin Thomas Communications I	BREKKE	MATL/SUP- Instructional	635.33
P17-02580	Div Of The State Architect	FACILITIES	DSA Fees	203.70
P17-02581	Ventura Co Office Of Education	RAMONA	CONF - Media Aide (Library)	160.00
P17-02582	Ventura Co Office Of Education	RAMONA	CONF - Admin (EM)	54.00
P17-02583	Hilton Garden Inn Oxnard	ED SERVICES	RENTAL	263.78
P17-02584	Div Of The State Architect	FACILITIES	DSA Fees	500.00

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Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P17-02585	Div Of The State Architect	FACILITIES	DSA Fees	500.00	
P17-02586	Div Of The State Architect	FACILITIES	DSA Fees	500.00	
P17-02587	Div Of The State Architect	FACILITIES	DSA Fees	500.00	
P17-02588	Div Of The State Architect	FACILITIES	DSA Fees	500.00	
P17-02589	The Hanen Centre	Special Ed	CONF	745.00	
P17-02590	Div Of The State Architect	FACILITIES	DSA Fees	500.00	
P17-02591	Promote Mkt Concepts, Inc	SORIA	MATL/SUP (ADMIN)	81.00	
P17-02592	School Outfitters	DRIFFILL	Matl/Supp-instructional	63.50	
P17-02593	NETWORK CRAZE TECHNOLOGIES INC	FACILITIES	Materials / supplies	178.20	
P17-02594	FOOTWORKS YOUTH BALLET INC	DRIFFILL	SERV-instructional	19.00	
P17-02596	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	173.25	
P17-02597	Scholastic Inc	FREMONT	MATL/ SUPP - INSTRUCTIONAL	356.10	
P17-02599	Petroleum Telcom Inc DBA Telec om	RAMONA	Mat/Sup - Admin	570.00	
P17-02602	Amazon Com	Special Ed	MATLS (SM)	125.26	
P17-02605	Oriental Trading Co Inc	DRIFFILL	MATL/SUPP-instructional	64.74	
P17-02606	Ventura Co Office Of Education	ED SERVICES	CONF	240.00	
P17-02607	Par Inc	Special Ed	MATL/SUP	394.40	
P17-02608	Super Duper Inc	Special Ed	MATL/SUP	123.57	
P17-02609	SurveyMonkey, Inc	Special Ed	SERV	156.00	
P17-02610	Discount School Supply	MARSHALL	MATL/SUP - Instruction	387.68	
P17-02612	Jones School Supply Co Inc	BREKKE	MATL/SUP - Instructional	502.95	
P17-02613	CLMS c/o CA League of Schools	HAYDOCK	MEMBERSHIP-INSTRUCTION	295.00	
P17-02614	CUE, INC	HARRINGTON	TRAV/CONF INSTRUCTION	250.00	
P17-02615	Blick Art Materials	ED SERVICES	MATL/SUP	64.78	
P17-02616	Home Depot Inc	HARRINGTON	MATL/SUPL INSTRUCTION	90.64	
P17-02617	Larry Gonzales dba 3G Promotio nal Products	ED SERVICES	MATL/SUP	467.63	
P17-02619	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	75.75	
P17-02620	Hilton Palm Springs	ASES	CONF	526.19	
P17-02623	Dagan Sales And Marketing Inc	CURREN	mat/sup - instructional	405.00	
P17-02624	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONFER (Instructional)	570.00	
P17-02625	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	63.63	
P17-02626	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	49.62	
P17-02627	The Art of Education, LLC	ED SERVICES	CONF	99.00	
P17-02629	FOOTWORKS YOUTH BALLET INC	RITCHEN	SERV-Instructional	156.00	
P17-02630	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Service	525.00	
P17-02631	Lakeshore Learning Materials-V	Special Ed	MATLS (INFANT)	268.44	
P17-02632	Amazon Com	Special Ed	MATLS (INFANT)	48.02	
P17-02635	Discount School Supply	Special Ed	MATL	230.01	
P17-02639	Southern Calif Kindergarten Co nference Inc	ASSESS ACCOUN	CONF	984.00	
P17-02640	Office Depot Bus Ser Div	HR	Materials & Supplies	58.29	
P17-02641	Office Depot Bus Ser Div	Special Ed	MATL	20.30	
P17-02642	Petroleum Telcom Inc DBA Telec om	MARINA	MATL/SUPL-Instructional	224.49	
Total Number of POs			265	Total	83,984.18

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Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	257	80,460.61
120	CHILD DEVELOPMENT FUND	3	1,695.01
130	CAFETERIA FUND	5	1,828.56
		Total Fiscal Year 2017	83,984.18
		Total	83,984.18

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Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P17-00282	800.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	110.00
P17-00812	10,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	20,000.00-
P17-00874	440.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	220.00
P17-01003	695.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,385.00-
P17-01335	935.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	490.00
P17-01336	300.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	200.00
P17-01356	1,133.06	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	566.53
P17-01395	16,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,886.77
		010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	.00
		010-6400	GENERAL FUND/EQUIPMENT	14,747.61-
			Total PO P17-01395	8,860.84-
P17-01721	57.85	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	57.85-
P17-01902	5,088.96	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	368.95-
P17-02176	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.00
P17-02196	1,769.15	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	105.73-
P17-02418	1,925.60	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	500.00
			Total PO Changes	28,541.84-

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00029	Gold Star Foods	CNS	stores	20,228.87
NP17-00030	P And R Paper Supply Co	CNS	stores	9,412.61
NP17-00033	School Nurse Supply Co	CNS	stores	1,360.80
NP17-00034	Gold Star Foods	CNS	stores	42,109.65
NP17-00035	P And R Paper Supply Co	CNS	stores	7,580.74
NP17-00036	Gold Star Foods	CNS	stores	21,733.82
NP17-00037	Gold Star Foods	CNS	stores	15,719.00
NP17-00038	P And R Paper Supply Co	CNS	stores	15,401.32
P17-02115	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,343.12
P17-02247	Refrigeration Hardware Suppl	FACILITIES	Materials and Supplies	2,766.91
P17-02261	The Hanen Centre	Special Ed	CONF	3,725.00
P17-02267	Heinemann	BREKKE	MATL/SUP - Instructional	6,947.46
P17-02297	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,985.74
P17-02298	CDW G	ED SERVICES	COM EQUIP/SUP	3,477.23
P17-02299	Varidesk, LLC	ED SERVICES	COMP SUP	3,445.20
P17-02300	School Tech Supply	FREMONT	EQUIP-Instructional	1,130.76
P17-02301	Allied Avocados & Citrus, Inc	CNS	supplies	86,500.00
P17-02302	ADVANCED CLASSROOM TECHNOLOGIE S, INC	ROSE	COMPUTER EQUIPMENT OVER \$500 - INSTRUCTIONAL	3,543.20
P17-02304	Printech	KAMALA	Materials & Supplies-Instructional	2,250.00
P17-02305	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,447.63
P17-02308	Southwest School & Office Sup	PURCHASING	STORES	1,012.82
P17-02309	ADVANCED CLASSROOM TECHNOLOGIE S, INC	PURCHASING	STORES	1,094.20
P17-02310	Coast To Coast Computer Prod	LEMONWOOD	MAT/SUPP (Instructional))	7,050.00
P17-02311	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENTALS, LEASES, REPAIR	8,040.00
P17-02312	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENTALS, LEASE, REPAIR (1:1 iPad Repairs)	6,805.00
P17-02313	C R Laurence Co Inc	FACILITIES	Supplies	1,080.00
P17-02314	School Health Corporation	WAREHOUSE	Stores Supplies	1,401.62
P17-02315	Veritiv Operating Company	WAREHOUSE	Stores Supplies	2,419.37
P17-02320	Keenan Supply	FACILITIES	Materials and Supplies	5,400.00
P17-02321	Hyatt Regency Long Beach	BUSINESS	CONF	8,909.20
P17-02325	Brainpop Com Llc	CURREN	serv - instructional	2,295.00
P17-02334	CASBO	HR	Travel/Conf	1,095.00
P17-02335	Regency Lighting	WAREHOUSE	Stores Supplies	2,896.24
P17-02336	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	1,380.00
P17-02339	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	1,495.00
P17-02340	Royal Buying Group, Inc	Pupil Srvs	SERV- gas cards	1,300.00
P17-02346	Div Of The State Architect	FACILITIES	DSA Fees	6,375.00
P17-02347	Ventura Co Office Of Education	RITCHEN	CONF-Instructional	1,650.00
P17-02349	Scholastic Inc	MARSHALL	MATL/SUP - Instruction	2,148.91
P17-02353	Apple Computer Inc	Special Ed	Apps - (HAYDOCK- SCHERMER)	4,500.00
P17-02354	MJP Technologies, Inc	IT	SERV (IT Tom)	4,542.50
P17-02355	Ryan DeCant/Industry Horror	MCAULIFFE	MATL/SUPL-Instructional	2,925.00
P17-02369	Passageway School Inc	Special Ed	SERV (AH112906)	42,361.22
P17-02375	Dagan Sales And Marketing Inc	DRIFFILL	MATL/SUPP-instructional	1,735.05
P17-02376	Dagan Sales And Marketing Inc	DRIFFILL	MATL/SUPP-instructional	1,560.90
P17-02379	Staples Direct	SIERRA LINDA	matl/sup - instructional	4,658.37

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Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02380	Underwood Family Farms	MCKINNA	SERV-INSTRUCTIONAL	1,188.00
P17-02381	Evitas Mexican Cafe	Special Ed	MATLS/SUPPL	2,265.84
P17-02385	Heritage Valley Bus Inc	TRANSPORTATIO	SERVICES	45,000.00
P17-02387	Ventura Co Office Of Education	HR	Serv	40,000.00
P17-02393	Durbiano Fire Equipment Co	FACILITIES	Service	1,700.00
P17-02394	Power Machinery Center	WAREHOUSE	Equipment	4,806.00
P17-02397	Sheraton Pasadena Hotel	KAMALA	Conference-Admin/Instr	1,168.14
P17-02401	Office Depot Bus Ser Div	ASSESS ACCOUN	MATL	1,179.14
P17-02402	World's Finest Chocolate, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	3,030.00
P17-02403	Blackboard Inc	ED SERVICES	T1/SERV	40,370.70
P17-02404	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	Special Ed	SERV	89,856.00
P17-02405	Ventura Co Office Of Education	Special Ed	SERV (AA120506)	31,941.57
P17-02406	Ventura Co Office Of Education	Special Ed	SERV (EC092902)	11,453.68
P17-02407	Ventura Co Office Of Education	Special Ed	SERV (ME011011)	11,138.45
P17-02408	Ventura Co Office Of Education	Special Ed	SERV (MG021504)	38,839.12
P17-02409	Ventura Co Office Of Education	Special Ed	SERV (BL091503)	18,252.33
P17-02410	Ventura Co Office Of Education	Special Ed	SERV (OL083008)	31,187.66
P17-02411	Ventura Co Office Of Education	Special Ed	SERV (AR080310)	40,098.00
P17-02412	Ventura Co Office Of Education	Special Ed	SERV (KR071607)	4,189.50
P17-02413	Ventura Co Office Of Education	Special Ed	SERV (PY010904)	38,839.18
P17-02414	CAPITOL HILTON HOTEL	ED SERVICES	CONF/MSAP-ADMIN	1,250.34
P17-02415	AMERICAN AIRLINES	ED SERVICES	conf/travel-admin	1,017.92
P17-02418	Ventura Co Office Of Education	HR	Conf-	1,925.60
P17-02420	City Of Oxnard	BUSINESS	CONST	177,326.53
P17-02423	Fence Factory	FACILITIES	BOND/BLDG (HAR FENCE PROJECT)	143,000.00
P17-02424	NOLTE ASSOCIATES INC	FACILITIES	BOND/BLDG (DSA INSP-TEST - HAR FENCE PROJ)	8,886.00
P17-02425	NOLTE ASSOCIATES INC	FACILITIES	BOND/BLDG (DSA IOR SVCS - HAR FENCE PROJ)	7,040.00
P17-02427	Dell Direct Sales Lp	IT	EQUIP (Stephen)	1,781.66
P17-02432	Jordanos Inc	CNS	supplies	1,322.96
P17-02435	Zee Service Co	FACILITIES	Materials and Supplies	2,700.00
P17-02436	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,322.40
P17-02438	School Tech Supply	SIERRA LINDA	matl/sup - Instructional	1,914.60
P17-02441	Carolina Biological Supply	ED SERVICES	MATL/SUPP (HAYDOCK)	2,153.03
P17-02444	Studies Weekly	BREKKE	MATL/SUP - Instructional	3,786.70
P17-02449	A Z Bus Sales Inc	TRANSPORTATIO	REPAIR/REPLACE	19,379.44
P17-02451	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,907.90
P17-02452	Extreme Clean	WAREHOUSE	Stores Supplies	2,809.08
P17-02453	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,891.94
P17-02458	JDL HORIZONS LLC	ED SERVICES	MSAP/SERV	5,800.00
P17-02459	BUCK INSTITUTE FOR EDUCATION	ED SERVICES	MSAP/SERV	12,000.00
P17-02460	Oxnard Performing Arts Center	ED SERVICES	SERV	1,700.00
P17-02461	FRANCES E. ARNER-COSTELLO EXCE PTIONAL EDUC CONS INC	Special Ed	SPEC ED/SERV	10,000.00
P17-02462	EJ Harrison & Sons Inc	PURCHASING	UTIL (DIST WIDE TRASH PU)	216,482.08

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

Page 2 of 5

Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02467	Smart And Final Iris Co	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVE	1,000.00
P17-02469	California Lutheran University	ELM	CONF- Instructional	9,600.00
P17-02470	Dynamic Green Products	TRANSPORTATIO	SUPPLIES	3,092.49
P17-02471	Ballard and Tighe Publishers	ED SERVICES	online subscriptions	45,960.48
P17-02472	Rosetta Stone Ltd	ED SERVICES	License/Software	107,472.00
P17-02474	Superior Sanitary Supplies	FACILITIES	Materials and Supplies	1,551.10
P17-02477	Dell Direct Sales Lp	ELM	Equip-Instructional	1,294.34
P17-02479	DAVID GREGORY DBA/G&D ASSOC	ED SERVICES	MSAP/SERV	57,300.00
P17-02480	School Specialty Inc	RAMONA	Mat/Sup - Instruction (SS)	5,999.40
P17-02481	Anaheim Marriott Suites	KAMALA	CONF-ADMIN/INST	1,268.10
P17-02487	AccuCut, LLC	Special Ed	materials/supplies	1,854.36
P17-02488	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP	1,398.17
P17-02489	Lakeshore Learning Materials-V	ED SERVICES	MATL/ SUP	1,045.36
P17-02492	Apple Computer Inc	CHAVEZ	COMPUTER EQUIPMENT-INSTRUCTIONAL	21,805.20
P17-02497	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-INSTRUCTIONAL	1,125.58
P17-02499	Ricoh Usa, Inc	PURCHASING	MAINT (ARCHIVES SCANNER/SOFTWARE)	1,695.00
P17-02500	Amazon Com	MCKINNA	matl-sup-Instructional	1,034.75
P17-02501	Ventura Co Office Of Education	HR	Conf-	2,000.00
P17-02503	CMC	LEMONWOOD	Professional/Consulting SVCS (Instructional)	3,818.00
P17-02506	Amazon Com	FREMONT	Materials and Supplies-Instructional	1,130.04
P17-02511	Ventura Co Office Of Education	HR	Conf-	1,000.00
P17-02515	Rochester 100, Inc	LEMONWOOD	MAT/SUPP (instructional)	1,451.52
P17-02518	ACSA	Special Ed	TRAVEL CONF	1,625.00
P17-02519	Chef's Toys & Star Rest Equip	CNS	equipment	3,012.08
P17-02524	WPS	Special Ed	MATL/SUP	12,616.56
P17-02527	Fence Factory	FACILITIES	BOND/BLDG (TEMP FENCE @ HAR)	1,714.12
P17-02528	TUFF SHED INC	HARRINGTON	EQUIP (STORAGE SHEDS FOR HARRINGTON)	19,914.34
P17-02530	Staples Direct	MCKINNA	Materials & Supplies-Instructional	1,449.92
P17-02531	Anaheim Marriott Suites	Special Ed	TRAVEL/CONF (ACC)	1,831.70
P17-02540	MobyMax, LLC	LEMONWOOD	Software/Apps (Instrcutinal)	1,295.00
P17-02541	CDW G	IT	MATL/SUP	8,100.00
P17-02542	Presentation Products Inc DBA Spinitar	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,433.13
P17-02544	COMPUTER SECURITY PRODUCTS INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,995.30
P17-02545	RONALD RITCHHART	ED SERVICES	MSAP/SERV	27,294.81
P17-02547	Dell Direct Sales Lp	HAYDOCK	COMPUTER EQUIP-INSTRUCTION	1,940.92
P17-02548	JAMF SOFTWARE LLC	ED SERVICES	SOFTWARE/LIC-APPLICATIONS	16,500.00
P17-02553	Extreme Clean	WAREHOUSE	Stores Supplies	5,580.90
P17-02554	Hillyard Inc	WAREHOUSE	Stores Supplies	5,515.56
P17-02555	Veritiv Operating Company	WAREHOUSE	Stores Supplies	10,337.60
P17-02558	Tolman & Wiker Ins	BUSINESS	CONST	3,200.00
P17-02559	Colbi Technologies Inc	BUSINESS	SERV (QUALITY BIDDERS)	10,500.00
P17-02560	SHRM	PERSONNEL	matl/sup	1,125.60

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ESCAPE ONLINE

Page 3 of 5

Includes Purchase Orders dated 10/21/2016 - 11/21/2016 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02562	EDUCATION INNOVATION ALLIANCE	ED SERVICES	CONF/ADMIN	3,950.00
P17-02568	LYNNE CHRISTINE AOKI	ED SERVICES	MSAP/SERV	59,500.00
P17-02569	NCS Pearson	Special Ed	SERV	2,800.00
P17-02575	National Autism Resources, Inc	Special Ed	CONF	1,047.00
P17-02577	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	FACILITIES	Service	4,876.00
P17-02595	FRANCIS R. EATWELL EATWELL CON SULTING, LLC	FACILITIES	Service	1,260.00
P17-02598	Mariposa Landscapes, Inc	FACILITIES	Service	6,990.00
P17-02600	Myers Stevens And Toohey And	SORIA	INS (Instructional)	1,064.00
P17-02601	CANON SOLUTIONS AMERICA INC	GRAPHICS	EQUIPMENT	4,854.60
P17-02603	Sheraton Pasadena Hotel	LEMONWOOD	Travel/Confere (Instructional)	1,168.14
P17-02604	Home Depot Inc	FREMONT	MAT/SUPP - INSTRUCTIONAL	1,022.92
P17-02611	MCGRAW HILL EDUCATION, INC	ERC	Matl/Sup	304,510.91
P17-02618	Drapery Affair The Floor Store	BUSINESS	CONST	4,878.08
P17-02621	Apple Computer Inc	IT	SERV (1:1 Apps Jamf)	1,000.00
P17-02622	CN School & Office Sol, Inc Cu Iver-Newlin	SUPERINTENDEN	EQUIP/MATL (DESKS FOR PATTY & MARTHA)	19,745.97
P17-02628	World's Finest Chocolate, Inc	MARSHALL	MATL/SUP - Instruction	3,030.00
P17-02633	Janelle Publications Inc	Special Ed	MATL/SUP	1,033.68
P17-02634	Pearson	Special Ed	MATL/SUP	3,165.12
P17-02636	MCGRAW HILL EDUCATION, INC	ERC	TextBk	125,264.88
P17-02637	Textbook Warehouse LLC Textboo k Warehouse	ERC	TextBk	2,632.50
P17-02638	Apple Computer Inc	ED SERVICES	SOFTWARE/LIC-APPLICATIONS	16,500.00
Total Number of POs			152	Total 2,451,313.18

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	133	1,883,321.16
120	CHILD DEVELOPMENT FUND	2	2,443.53
130	CAFETERIA FUND	11	224,381.85
213	BOND FUND MEASURE R 2012	6	341,166.65
Total Fiscal Year 2017			2,451,313.19
Total			2,451,313.19

*** 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 10/21/2016 - 11/21/2016 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P17-00183	4,160.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,000.00
P17-00184	2,580.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,500.00
P17-00217	7,900.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,263.95
P17-00234	13,160.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,995.00
Total PO Changes				<u>7,758.95</u>

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

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **12/07/2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

LIABILITY CLAIM: VCBA07333A1 (Dr. Vaca/Magaña)

On September 21, 2016, the Oxnard School District received a verified claim form filed by the Law Office of Heredia & Associates.

The verified claim form alleges that the child experienced a severe allergic reaction on March 24, 2016. The claimant alleges that her child experienced a peanut allergic reaction, after eating food containing peanuts provided by another student that participated in an Easter egg hunt earlier in the school day. The claimant's attorney filed a timely verified claim, on behalf of the claimant, on September 21, 2016.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Powers Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York claim VCBA07333A1.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **12/07/2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

2016-2017 1st Quarter Williams VCOE Activity Report (Dr. Vaca/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 1st quarter of the 2016-17 fiscal year.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services and the Risk Manager that the Board of Trustees review and accept the 2016-17 1st Quarter Williams VCOE Activity Report, as presented.

ADDITIONAL MATERIAL:

- Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE dated 10/25/16 (1 page)
- VCOE Williams Activity Report for the 1st Quarter, Fiscal Year 2016-17 (1 page)



Date: October 25, 2016

To: District Superintendents

From: Paula R. Driscoll, Executive Director
School Business and Advisory Services *PRD*

Subject: 2016-17 1st Quarter Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with schools ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 1st quarter of fiscal year 2016-17. This summary report includes an overview of our textbook and instructional materials review as well as our facilities inspection. This report does not comment on our review of teacher assignments and vacancies, audit findings related to the Williams settlement, and our review of the annual school accountability report cards. Those reviews will conclude later in the school year and will be reported on at that time.

If you have any questions or comments about the Williams Settlement or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, Ventura County Superintendent of Schools
Misty Key, VCOE Associate Superintendent
District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for the 1st Quarter
Fiscal Year 2016-17

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to insure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2016-17 school year, County Office of Education inspectors visited all Williams schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits are summarized on the following 1st Quarter Activity Report for your District. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that the condition of the school facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.

While much of the specific Williams related activities occur during the 1st quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The final results of these reviews will be published in our annual Williams report in October of 2017.

If you have any questions about the Williams Settlement process or the information contained in the attached 1st Quarter Activity Report for your District, please call Paula Driscoll, Executive Director, at 805-383-1981.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline/Robin Freeman

Date of Meeting: 12/7/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

REQUEST FOR APPROVAL OF OUT OF STATE CONFERENCE ATTENDANCE (Cline/Freeman)

Notarial services for the District are performed onsite by Lydia Garcia, Executive Assistant, Business & Fiscal Services and Lydia Alvara, Executive Assistant, Educational Services, both active members of the National Notary Association (NNA). The NNA hosts an annual conference at various locations throughout the United States.

The National Notary Conference is the only resource of its type. It is specifically engineered to provide valuable information regarding the latest notary laws, increasing notary knowledge, and managing difficult situations and uncommon documents, via several days of workshops, hands-on exercises, and peer networking.

It is critical that these employees are kept current on any changes to the legal obligations and duties of the notary in order to best serve the needs of the district. To that end, the Board's approval is requested for Ms. Garcia and Ms. Alvara to attend the NNA's Annual National Notary Conference, in Dallas, TX, June 4-7, 2017.

FISCAL IMPACT

Approximately \$2,500.00 for registration, travel and lodging, to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve out of state conference attendance as outlined above.

ADDITIONAL MATERIAL

Attached: Conference Flyer (3 pages)
Lodging Information (2 pages)



[\(/conference\)](#)

Contact

conference@nationalnotary.org (<mailto:conference@nationalnotary.org>)

[1-844-4NNA-CONF](tel:+184446622663) (<tel:+184446622663>)

Achieve and Succeed **Big Time in Dallas**

[REGISTER NOW \(/conference/general-info/registration-info\)](#)

- [\(https://www.facebook.com/events/960192824087451/\)](https://www.facebook.com/events/960192824087451/)
- **#NNA2017**

[MENU](#)

Registration Information

Registration is now open for the NNA 2017 Conference in
Dallas, Texas!

**June 4-7, 2017, at the Hyatt Regency Dallas
300 Reunion Boulevard, Dallas, Texas 75207**

Register early, lock in the early bird rate and take advantage of our installment payment plan. Make one initial payment of \$99 to lock in your early bird registration rate and pay the remaining balance over the next 4 months. Pricing will increase and installment plan option will end November 30, 2016, so reserve your spot today!

[Full Conference Registration](#)

Early Bird Registration Ends 11/30/2016	Standard Registration 12/1/2016 – 4/30/2017	Late Registration 5/1/2017 – 5/31/2017	Onsite Registration After 5/31/2017
Member: \$499	Member: \$550	Member: \$650	Member: \$750
Non-Member: \$549	Non-Member: \$600	Non-Member: \$700	Non-Member: \$800

Guest Pass Add-Ons With Purchase of Full Conference Registration

Early Bird Pricing - Ends December 31, 2016
Welcome Reception Guest Pass: \$150
Gala Banquet Guest Pass: \$150
Guest Pass to Welcome Reception and Gala Banquet: \$280

Pre-Conference LIVE NSA Certification Training: Sunday, June 4 (9:00 a.m. - 4:30 p.m.)

Description	Price

Become A Notary Signing Agent!

Expand your Notary skillset and make more money handling loan document signings. Our expert instructor will give you the knowledge you need to handle the loan signing process with ease and confidence in this LIVE training session.

You do not need to be registered for NNA 2017 to attend this pre-conference workshop. Select this option when registering online or call us at 1-800-876-6827 to register over the phone,

\$225* Includes:

- 6-Hour Live Training Class
- Industry Accepted Background Screening
- Certification Exam
- Course Book
- One-year listing on SigningAgent.com (used by title companies and signing services to find qualified NSAs)
- Complimentary Access to our Notary Essentials eLearning Course

*\$290 for NY residents (Includes additional NY state fee for background screening)

[Register Online \(https://www.eiseverywhere.com/ereg/index.php?eventid=184951&\)](https://www.eiseverywhere.com/ereg/index.php?eventid=184951&)

[Download Registration Form \(/file library/nna/conference/2016/conference-registration-form-nna2017.pdf\)](/file library/nna/conference/2016/conference-registration-form-nna2017.pdf)

Contact

[conference@nationalnotary.org \(mailto:conference@nationalnotary.org\)](mailto:conference@nationalnotary.org)

[1-844-4NNA-CONF \(tel:+184446622663\)](tel:+184446622663)

Join Us

- [\(https://www.facebook.com/events/960192824087451/\)](https://www.facebook.com/events/960192824087451/)
- **#NNA2017**



[\(/conference\)](#)

Contact

conference@nationalnotary.org (mailto:conference@nationalnotary.org)

[1-844-4NNA-CONF](tel:+184446622663) (tel:+184446622663)

Achieve and Succeed **Big Time in Dallas**

[REGISTER NOW \(/conference/general-info/registration-info\)](#)

- [\(https://www.facebook.com/events/960192824087451/\)](https://www.facebook.com/events/960192824087451/)
- **#NNA2017**

[MENU](#)

Hotel & Travel

Enjoy the convenience of staying just steps away from all NNA 2017 Conference activities!

NNA 2017 Host Hotel:

Hyatt Regency Dallas

300 Reunion Blvd

Dallas, TX 75207

[Discounted Room Rate](#)

NNA has a room block in the very heart of downtown Dallas at the Hyatt Regency Dallas with a group rate of \$149 per night, plus tax.

The cost of your hotel room is NOT included in your Conference registration fee.

The NNA 2017 Conference group rate of \$149 per night is available on a first-come, first-served basis until **Friday, May 12, 2017**, OR until rooms sell out. Making your hotel reservation early is strongly advised. We are unable to guarantee discounted room rates after the room block sells out, even if the room block sells out prior to May 12.

IMPORTANT: To avoid early checkout fees equaling one night's room and tax, please advise the hotel registration staff upon your arrival at the Hyatt Regency Dallas of any change in your planned length of stay. Please note: if you provide a debit card for incidental expenses upon check-in a temporary hold will be placed on your debit account.

NNA 2017 Attendees registered at the Hyatt Regency Dallas can enjoy:

- Convenient, safe access to all Conference activities
- FREE guestroom Wi-Fi internet
- Complimentary transportation available to the Dallas central business district Monday through Friday
- Direct access to the Dallas landmark, [Reunion Tower \(http://www.reuniontower.com/index.html\)](http://www.reuniontower.com/index.html)
- 24-hour [StayFit™ gym \(http://dallas.regency.hyatt.com/en/hotel/activities/hotel-activities/fitness.html\)](http://dallas.regency.hyatt.com/en/hotel/activities/hotel-activities/fitness.html)
- Outdoor pool/sundeck
- YogaAway™/Fitness Concierge
- NNA intervention should you encounter a problem with your hotel reservation.

[Making a Hotel Reservation](#)

You can make your hotel reservation at the Hyatt Regency Dallas through a [special online portal \(https://aws.passkey.com/event/14420158/owner/5208/home\)](https://aws.passkey.com/event/14420158/owner/5208/home) set up just for NNA Conference registrants, or call the hotel directly at 214-651-1234. Please note: the NNA is only able to intervene in matters regarding hotel reservations made directly with the Hyatt Regency Dallas through one of these methods.

[Onsite Dining at Hyatt Regency Dallas](#)

- [Five Sixty by Wolfgang Puck \(http://dallas.regency.hyatt.com/en/hotel/dining/FiveSixtybyWolfgangPuck.html\)](http://dallas.regency.hyatt.com/en/hotel/dining/FiveSixtybyWolfgangPuck.html) Asian inspired cuisine
- [Parrino's \(http://dallas.regency.hyatt.com/en/hotel/dining/ParrinosOven.html\)](http://dallas.regency.hyatt.com/en/hotel/dining/ParrinosOven.html), Italian fare
- [Centennial Café \(http://dallas.regency.hyatt.com/en/hotel/dining/CentennialCafe.html\)](http://dallas.regency.hyatt.com/en/hotel/dining/CentennialCafe.html), regional Texas flavors
- [Monduel's \(http://dallas.regency.hyatt.com/en/hotel/dining/Monduels.html\)](http://dallas.regency.hyatt.com/en/hotel/dining/Monduels.html), atrium bar and lounge

[Nearby Dining Options](#)

- [Cloud Nine Cafe \(http://dallasregency.hyatt.com/en/hotel/dining/cloud-nine-cafe.html\)](http://dallasregency.hyatt.com/en/hotel/dining/cloud-nine-cafe.html) | Casual | Adjoining to hotel
- [Cindi's New York Delicatessen \(http://cindisnydeli.com/\)](http://cindisnydeli.com/) | Casual | 3 minutes walking

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: December 7, 2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Establish/Abolish/Increase/Reduce Hours of Position (Koch)

Establish

a five hour and forty-five minute, 183 day Paraeducator II, position number 7947, to be established in Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute, 183 day Paraeducator III, position number 7962, to be established in Special Education department. This position will be established to provide additional support.

an eight hour, 183 day Speech Language Pathology Assistant, position number 7978, to be established in the Special Education department. This position will be established to meet students' needs.

a four hour, 246 day Office Assistant II Bilingual, position number 7979, to be established in the Neighborhoods for Learning department. This position will be established to support NFL office activities.

Increase

a five hour, 183 day Instructional Assistant Severely Handicapped, position number 1942, to be increased to five hours and forty-five minutes in the Special Education department. This position will be increased in compliance to CSEA contract article 8.10.2.

Abolish

a five hour and forty-five minute, 183 day Paraeducator II, position number 7396, to be abolished in the Pupil Services department. This position will be abolished due to the lack of work.

a four hour, 183 day Paraeducator I, position number 7845, to be abolished at Ramona school. This position will be abolished due to the lack of work.

FISCAL IMPACT

Cost for Para II-\$26,453 Special Education
Cost for Para III-\$27,141 Special Education
Cost for SLPA-\$61,565 Special Education
Cost for OA II Bilingual-\$25,298 NfL
Cost for Para III-\$3,536 Special Education
Cost for Para II-\$26,453 Special Education
Cost for Para I-\$18,086 Site funds

RECOMMENDATION

It is the recommendation to approve the establishment, increase, and abolishment of positions, as presented.

ADDITIONAL MATERIAL

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: December 7, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A: PRELIMINARY _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA X

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

- SECTION D: ACTION _____
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Koch)

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.

FISCAL IMPACT

RECOMMENDATION

It is the recommendation to approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL

Attached: Classified Personnel Actions (page)
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

Marlene Batista	Director, English Learner Services	December 5, 2016
Evelyn Duarte	Preschool Special Ed Teacher, San Miguel	November 28, 2016
Dana Janowicz	TK SEI Brekke	November 1, 2016
Maria Kirk	Elementary Support Teacher, Marshall	December 5, 2016
Lynsey LaRocca	1 SEI McKinna	October 24, 2016
Rachel Sanchez-Hernandez	Special Education Teacher	November 28, 2016
Ashley Smith	Elementary Support Teacher, Kamala	October 26, 2016
Aaron Barro	Substitute Teacher	2016/2017 School Year
Mark Cordes	Substitute Teacher	2016/2017 School Year
Katherine Crittenden	Substitute Teacher	2016/2017 School Year
Elizabeth Cwiklo	Substitute Teacher	2016/2017 School Year
Elizabeth Delgado	Substitute Teacher	2016/2017 School Year
Jacqueline Gonzalez	Substitute Teacher	2016/2017 School Year
Rusty Lanning	Substitute Teacher	2016/2017 School Year
Andrea Mendez	Substitute Teacher	2016/2017 School Year
Alejandra Sandoval	Substitute Teacher	2016/2017 School Year
Autumn Tucker	Substitute Teacher	2016/2017 School Year
Danilo Tunac	Substitute Teacher	2016/2017 School Year
Yocelyn Valencia	Substitute Teacher	2016/2017 School Year

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

Bonnie Aharoni	Sierra Linda	11/07/2016
Alex Arevalo	Harrington	10/25/2016
Alberto Hananel	Ramona	10/26/2016
Claudia Moore	Kamala	11/07/2016
Majorie Pettit	Marina West	09/07/2016

RESIGNATION

Erica Smith	Physical Education Teacher, Soria	10/31/2016
Louise Patterson	Special Education Teacher, Sierra Linda	12/31/2016
Tara Asmus	SDC Sierra Linda	11/07/2016

Change of Status

Stephanie Hammer	TK Teacher to Peer Assistant and Review	11/01/2016
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Leave of Absense

Katherine Bonfilio	SDC McAuliffe	10-24-2016
Amy Greenfield	Marshall	12/05/2016

CLASSIFIED PERSONNEL ACTIONS

December 7, 2016

New Hire

Barron, Alejandro	Office Assistant II (B), Position #5424 Driffill 5.0 hrs./192 days	11/07/2016
Canchola Ventura, Juan	Paraeducator II, Position #6177 Special Education 5.75 hrs./183 days	10/05/2016
Centeno, Victor	Shipping Receiving Clerk/Delivery Driver, Position #7913 Warehouse 4.5 hrs./246 days	11/07/2016
De La Torre, Feliciano	Custodian, Position #499 Driffill 8.0 hrs./246 days	11/03/2016
Everett, Steven	Custodian, Position #6673 Elm 4.0 hrs./246 days	10/31/2016
Frenes Jr., Daniel	Custodian, Position #2541 Fremont 4.0 hrs./246 days	11/04/2016
Garibay, Angelica	Intermediate School Secretary (B), Position #7016 Lemonwood 8.0 hrs./192 days	10/24/2016
Godinez, Cristal	Intermediate School Secretary (B), Position #6241 Chavez 8.0 hrs./192 days	10/27/2016
Henggeler, Beth	School Occupational Therapist, Position #7936 Special Education 8.0 hrs./203 days	10/31/2016
Iniguez, Sylvia	Office Assistant II (B), Position #2172 Ritchen 7.0 hrs./203 days	11/07/2016
Olaso, Myrna	Paraeducator III, Position #5466 Special Education 5.75 hrs./183 days	10/25/2016
Pena, Sahara	Intermediate School Secretary (B), Position #6244 Lemonwood 8.0 hrs./192 days	10/24/2016
Rodriguez Jr., David	Grounds Maintenance Worker I, Position #5843 Facilities 8.0 hrs./246 days	11/21/2016
Trejo, Leticia	Office Assistant II (B), Position #1983 Marshall 5.0 hrs./203 days	11/14/2016
Trout, Eliza	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	10/19/2016
Wagner, Sharon	Custodian, Position #6448 Driffill 4.0 hrs./246 days	11/09/2016

Limited Term

Argaez, Sonia	Health Care Technician	11/15/2016
Contreras, Joanna	Child Nutrition Worker	10/10/2016
Cruz, Mariana	Paraeducator	11/09/2016
Gardner, Stephen	Bus Driver	11/07/2016
Harnden, Chelsea	Paraeducator	11/04/2016
Hernandez, Jesse	Clerical	10/26/2016
Lopez, Itzel	Paraeducator	11/04/2016
Mayer, Linda L	Accountant/Internal Auditor	10/31/2016
Medina, Jazmin	Paraeducator	11/04/2016
Orejel, Carlos	Paraeducator	10/24/2016
Paguinigan, Alejandro	Child Nutrition Worker	10/21/2016
Ramirez, Ricardo	Custodian	10/16/2016
Serratos-Hernandez, Eduardo	Paraeducator	11/15/2016
Tapia De Cendejas, Alejandra	Paraeducator	10/27/2016
Vasquez, Monica	Clerical	10/24/2016
Vela, Mayra	Clerical	10/03/2016

Exempt

Adams, Nicholas	Campus Assistant	11/21/2016
Caballero, Guillermina	Campus Assistant	11/03/2016
CanoMoya, Maribel	Campus Assistant	10/07/2016

Exempt continued

Flores, David A.	Campus Assistant	11/28/2016
Gomez O'campo, Gwenavere	Campus Assistant	10/17/2016
Gonzalez, Andrew	Campus Assistant	10/21/2016
Lopez, Carolina	Campus Assistant	10/20/2016
Orozco, Maria	Campus Assistant	11/07/2016
Ortega, Issac	Campus Assistant	10/19/2016
Moraga, Michael	Campus Assistant	10/15/2016
Sablan, Juan	Campus Assistant	10/20/2016
VargasMagana, Jennifer	Campus Assistant	10/18/2016
Villicana Ambriz	Campus Assistant	10/14/2016
Washington, Tanya	Campus Assistant	10/12/2016
Chinas, Mayte	AVID Tutor	10/13/2016
Coronado, Ashley	AVID Tutor	10/12/2016
Gonzalez, Andrea	AVID Tutor	08/18/2016
Huerta, Lily	AVID Tutor	09/08/2016
Juarez, Merari	AVID Tutor	10/21/2016
Ornelas, Natalie	AVID Tutor	10/09/2016
Pantoja, Jesus	AVID Tutor	11/01/2016
Rodriguez, Jessica	AVID Tutor	10/12/2016
Tirado, Erika	AVID Tutor	10/05/2016
Ventura, Victoria	AVID Tutor	11/01/2016

Promotion

Gomez-Palacios, Jimmy	Grounds Maintenance Worker I, Position #965 Facilities 8.0 hrs./246 days Custodian, Position #533 Chavez 8.0 hrs./246 days	11/07/2016
Silva, Yanet	Preschool Assistant (B), Position #1234 San Miguel 3.0 hrs./183 days Paraeducator I (B), Position #7228 English Learner Services 5.0 hrs./183 days	11/28/2016

Transfer

Orejel, Judith	Secretary (B), Position #7928 AASP 8.0 hrs./246 days Intermediate School Secretary (B), Position #6709 Driffill 8.0 hrs./192 days	12/01/2016
Rivera, Georgina	Paraeducator I (B), Position #7820 Lemonwood 5.5 hrs./183 days Paraeducator I, Position #7178 Lemonwood 4.16 hrs./183 days	09/27/2016

Unpaid Leave of Absence

Dahm, Amy	School Office Manager, Position #429 McAuliffe 8.0 hrs./210 days	01/17/2017-3/28/2017
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Return from Leave of Absence

Murillo de Jeronimo, Erica	Compensatory Education Assistant, Position #1852 NfL 8.0 hrs./246 days	11/18/2016
Sandoval, Janice	Child Nutrition Worker, Position #129 Brekke 5.5 hrs./185 days	11/09/2016

Resignation

Chessen, Julie	Assistant Director Child Nutrition Services, Position #2873 Child Nutrition Services 8.0 hrs./246 days	12/09/2016
Geraldo, Berenis	Site Technology Technician, Position #2207 Kamala 8.0 hrs./246 days	11/10/2016

Retirement

Duplat, Xochitl

Credential Technician, Position #376
Certificated Human Resources 8.0 hrs./246 days

01/30/2017

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: December 7, 2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading X 2ND Reading _____

Reimbursement for Teacher Substitute at Rio School District (Cline)

Board of Trustees member Denis O’Leary, a classroom teacher at Rio Elementary School District, attended the groundbreaking ceremony at Elm School on November 4, 2016.

A teacher substitute fulfilled Mr. O’Leary’s teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of \$135.96.

Education Code Section 44987.3 (d) stipulates “*Following the school district’s payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee’s substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*”

FISCAL IMPACT

Reimbursement is requested in the amount of \$135.96 to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

ADDITIONAL MATERIAL

Attached: None.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 12-7-16

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category:
 ___ Academic
 ___ Enrichment
 ___ Special Education
 ___ Support Services
 ___ Personnel
 ___ Legal
 ___ Facilities
- D. Action Items X
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Call For Nominations for CSBA Delegate Assembly

An opportunity is presented for the Board of Trustees to consider whether or not it wishes to nominate representatives to fill vacancies in the CSBA’s Delegate Assembly, Subregion 11.B. All nomination material must be postmarked no later than Saturday, January 7, 2017. The terms for the current representatives: Christina Urias (Santa Paula USD), John Walker (Ventura USD), and Mark Lisagor (Ventura COE), will expire in March 2017. Newly elected representatives will serve April 1, 2017 through March 31, 2019.

There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA’s Annual Education Conference and Trade show in November/December.

FISCAL IMPACT:

There may be costs incurred by the Delegate to attend the above mentioned meetings; cost would be incurred through the General Fund, Board of Trustee budget.

RECOMMENDATION:

It is recommended that the Board of Trustees consider whether or not it wishes to nominate representatives to fill vacancies in the CSBA’s Delegate Assembly, Subregion 11.B.

ADDITIONAL MATERIAL:

- Memo from CSBA President Chris Ungar
- Delegate Assembly Nomination Form
- Candidate’s Biographical Sketch Form
- List of all Delegates whose terms expires in 2017
- Important Delegate Nomination and Election Deadlines
- FAQ
- Alphabetical Index of School Districts and Corresponding CSBA Region Number



October 24, 2016

DEADLINE: Saturday, January 7, 2017
BOARD ACTION REQUIRED
Please deliver to all governing board members.

MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Chris Ungar, President

Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Saturday, January 7, 2017**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Saturday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Wednesday, February 1, 2017 and are due Wednesday, March 15, 2017.
- Elected Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.

The enclosed nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Charlyn Tuter at ctuter@csba.org or (800) 266-3382, ext. 3281. Thank you.



Delegate Assembly Nomination Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

CSBA Region/subregion # _____

The Board of Education of the _____ wishes to
(Nominating District)

nominate _____ . The nominee is a member of the
(Nominee)

_____, which is a member of the California
(Nominee's District)

School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé will be sent by Saturday, January 7, 2017.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms may be emailed to nominations@csba.org, faxed to (916) 371-3407 or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Saturday, January 7, 2017**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.*** If you have any questions, please contact the Executive Office at (800) 266-3382 or Charlyn Tuter at ctuter@csba.org. Thank you.



2017 Delegate Assembly Candidate Biographical Sketch Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: _____	CSBA Region-subregion #: _____	
District or COE Name: _____	Years on board: _____	
Profession: _____	Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? _____		

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: _____

2016 CSBA DELEGATE ASSEMBLY ROSTER

DELEGATES (Year = term expiration; ◇ = appointed by district)

(As of October 19, 2016)

REGION 1 – 4 Delegates (4 elected)

Director: Jennifer Owen (Fort Bragg USD)

Subregion 1-A (Del Norte, Humboldt)

Annelia Hillman (Klamath-Trinity Joint USD), 2017

Lisa Ollivier (Eureka City SD), 2018

Subregion 1-B (Lake, Mendocino)

Taja Odom (Kelseyville USD), 2018

County: Frances Costello (Del Norte Cnty. & USD), 2017

REGION 2 – 4 Delegates (4 elected)

Director: Sherry Crawford (Siskiyou COE)

Subregion 2-A (Modoc, Siskiyou, Trinity)

Gregg Gunkel (Siskiyou Union HSD), 2017

Subregion 2-B (Shasta)

James (Jim) Schwerdt (Shasta Union HSD), 2017

Subregion 2-C (Lassen, Plumas)

Dwight Pierson (Plumas County & USD), 2018

County: Brenda Duchi (Siskiyou COE), 2018

REGION 3 – 8 Delegates (8 elected)

Director: A.C. (Tony) Ubalde (Vallejo City USD)

Subregion 3-A (Sonoma)

Dianna MacDonald (Cloverdale USD), 2017

Cassandra Maitlen-Jones (Bennett Valley Un. SD), 2018

Subregion 3-B (Napa)

Indira Lopez (Calistoga Joint USD), 2017

Subregion 3-C (Solano)

Michele (Shelley) Dally (Vacaville USD), 2018

David Isom (Fairfield-Suisun USD), 2017

Vacant, 2017

Subregion 3-D (Marin)

Barbara (Barb) Owens (Tamalpais Union HSD), 2018

County: Herman Hernandez (Sonoma COE), 2017

REGION 4 – 8 Delegates (8 elected)

Director: Paige K. Stauss (Roseville Joint Union HSD)

Subregion 4-A (Glenn, Tehama)

Rod Thompson (Red Bluff Jt. Union HSD), 2018

Subregion 4-B (Butte)

Judith Peters (Paradise USD), 2017

Subregion 4-C (Colusa, Sutter, Yuba)

Jim Flurry (Marysville Joint USD), 2018

Sharman Kobayashi (Yuba City USD), 2017

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), 2017

Trish Gerving (Nevada City SD), 2017

Renee Nash (Eureka Union SD), 2018

County: Suzanne Jones (Placer COE), 2018

REGION 5 – 10 Delegates (7 elected/3 appointed ◇)

Director: Jill Wynn (San Francisco County & USD)

Subregion 5-A (San Francisco)

Emily Murase (San Francisco County & USD)◇, 2017

Rachel Norton (San Francisco County & USD)◇, 2017

Shamann Walton (San Francisco County & USD)◇, 2018

Subregion 5-B (San Mateo)

Davina Drabkin (Burlingame ESD), 2017

Carrie Du Bois (Sequoia Union HSD), 2017

Marc Friedman (San Mateo Union HSD), 2018

Alisa MacAvoy (Redwood City ESD), 2018

Kevin Martinez (San Bruno Park ESD), 2017

Kalimah Salahuddin (Jefferson Union HSD), 2018

County: Beverly Gerard (San Mateo COE), 2017

REGION 6 – 19 Delegates (12 elected/7 appointed ◇)

Director: Darrel Woo (Sacramento City USD)

Subregion 6-A (Yolo)

Susan Lovenburg (Davis Joint USD), 2018

Subregion 6-B (Sacramento)

Michael A. Baker (Twin Rivers USD)◇, 2017

Ellen Cochrane (Sacramento City USD)◇, 2018

Pam Costa (San Juan USD)◇, 2017

Craig DeLuz (Robla ESD), 2018

John Gordon (Galt Joint Union ESD), 2017

Jay Hansen (Sacramento City USD)◇, 2017

James Hendricks (Arcohe Union ESD), 2018

Susan Heredia (Natomas USD), 2017

Lisa Kaplan (Natomas USD), 2017

Lucinda Luttggen (San Juan USD)◇, 2018

Crystal Martinez-Alire (Elk Grove USD)◇, 2017

Michael McKibbin (San Juan USD), 2017

Edward Short (Folsom-Cordova USD), 2017

Bobbie Singh-Allen (Elk Grove USD)◇, 2018

Vacant, 2018

Subregion 6-C (Alpine, El Dorado, Mono)

Misty DiVittorio (Placerville Union ESD), 2018

Suzanna George (Rescue Union ESD), 2017

County: Greg Geeting (Sacramento COE), 2018

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 7 – 20 Delegates (15 elected/5 appointed) ♦

Director: Anne White (Livermore Valley USD)

Subregion 7-A (Contra Costa)

Elizabeth Block (West Contra Costa USD) ♦, 2018
 Laura Canciamilla (Pittsburg USD), 2018
 Christine Deane (Contra Costa COE), 2017
 Madeline Kronenberg (West Contra Costa USD), 2017
 Linda K. Mayo (Mt. Diablo USD) ♦, 2017
 Kathi McLaughlin (Martinez USD), 2018
 Yolanda C. Pena Mendrek (Liberty Union HSD), 2017
 Raymond Valverde (Liberty Union HSD), 2018

Subregion 7-B (Alameda)

Valerie Arkin (Pleasanton USD), 2018
 Desrie Campbell (Fremont USD), 2018
 Ann Crosbie (Fremont USD) ♦, 2017
 Jamie Hintzke (Pleasanton USD), 2018
 Philip Hu (Alameda USD), 2017
 Beatriz Leyva-Cutler (Berkeley USD), 2017
 Jody London (Oakland USD) ♦, 2017
 William McGee (Hayward USD), 2017
 Amy Miller (Dublin USD), 2018
 Diana J. Prola (San Leandro USD), 2017
 Rosie Torres (Oakland USD) ♦, 2018
County: Aisha Knowles (Alameda COE), 2017

REGION 8 – 14 Delegates (12 elected/2 appointed) ♦

Director: Matthew Balzarini (Lammersville Joint USD)

Subregion 8-A (San Joaquin)

Gloria J. Allen (Stockton USD) ♦, 2018
 Sam Fant (Manteca USD), 2018
 Kathleen Garcia (Stockton USD) ♦, 2017
 Ron Heberle (Lodi USD), 2017
 Kathy Howe (Manteca USD), 2018
 George Neely (Lodi USD), 2017
 Jenny Van De Pol (Lincoln USD), 2018

Subregion 8-B (Amador, Calaveras, Tuolumne)

Zerrall McDaniel (Calaveras USD), 2017

Subregion 8-C (Stanislaus)

Faye Lane (Ceres USD), 2018
 Cynthia Lindsey (Sylvan Union ESD), 2017
 Vacant, 2017

Subregion 8-D (Merced)

Adam Cox (Merced City ESD), 2017
 Greg Opinski (Merced Union HSD), 2018
County: Vacant, 2018

REGION 9 – 8 Delegates (8 elected)

Director: Tami Gunther (Atascadero USD)

Subregion 9-A (San Benito, Santa Cruz)

Phil Rodriguez (Soquel Union ESD), 2018
 Deborah Tracy-Proulx (Santa Cruz City Schools), 2018
 George Wylie (San Lorenzo Valley USD), 2017

Subregion 9-B (Monterey)

Lila Cann (Salinas Union HSD), 2017
 Rita Patel (Carmel USD), 2018

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD), 2018
 Vicki Meagher (Lucia Mar USD), 2017
County: Sergio Alejo (Monterey COE), 2017

REGION 10 – 15 Delegates (11 elected/4 appointed) ♦

Director: Susan Markarian (Pacific Union ESD)

Subregion 10-A (Madera, Mariposa)

Barbara Bigelow (Chawanakee USD), 2017

Subregion 10-B (Fresno)

Daniel Babshoff (Kerman USD), 2017
 Cynthia (Cyndi) Berube (Central USD), 2018
 Darrell Carter (Washington USD), 2018
 Gilbert F. Coelho (Firebaugh-Las Deltas USD), 2018
 Valerie F. Davis (Fresno USD) ♦, 2017
 Brian D. Heryford (Clovis USD) ♦, 2017

James Karle (Sanger USD), 2017

Marcia (Marcy) Masumoto (Sanger USD), 2017

Carol Mills (Fresno USD) ♦, 2018

Betsy J. Sandoval (Clovis USD) ♦, 2018

Norman Saude (Sierra USD), 2018

Kathy Spate (Caruthers USD), 2017

Subregion 10-C (Kings)

Karen Frey (Corcoran Joint USD), 2018

County: Barbara Thomas (Fresno COE), 2018

REGION 11 – 9 Delegates (9 elected)

Director: Suzanne Kitchens (Pleasant Valley SD)

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD), 2018

S. Monique Limon (Santa Barbara USD), 2017

Subregion 11-B (Ventura County and Las Virgenes USD)

John Andersen (Conejo Valley USD), 2018

Greg Barker (Moorpark USD), 2018

Rob Collins (Simi Valley USD), 2018

Vianey Lopez (Hueneme ESD), 2018

Christina Urias (Santa Paul USD), 2017

John Walker (Ventura USD), 2017

County: Mark Lisagor (Ventura COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 12 – 13 Delegates (11 elected/2 appointed) ♦
Director: Bill Farris (Sierra Sands USD)

Subregion 12-A (Tulare)

Peter Lara, Jr. (Porterville USD), 2018
Cathy Mederos (Tulare Joint Union HSD), 2017
Dean Sutton (Exeter USD), 2017
Lucia Vazquez (Visalia USD), 2018

Subregion 12-B (Kern)

Pam Baugher (Bakersfield City SD), 2017
Jeff Flores (Kern Union HSD) ♦, 2017
Tim Johnson (Sierra Sands USD), 2017
Phillip Peters (Kern Union HSD) ♦, 2018
Elizabeth Naty Santana-Garibaldo (Lamont ESD), 2017
Scott Starkey (Southern Kern USD), 2018
Wesley Thomas (Kernville Union ESD), 2018
Vacant, 2017

County: Donald P. Cowan (Kern COE), 2018

REGION 15 – 27 Delegates (18 elected/9 appointed) ♦
Director: Meg Cutuli (Los Alamitos USD)

County: Orange

Ginny Aitkens (Saddleback Valley USD) ♦, 2017
Valerie Amezcua (Santa Ana USD) ♦, 2018
Dana Black (Newport-Mesa USD), 2018
Lauren Brooks (Irvine USD), 2018
Bonnie Castrey (Huntington Beach Union HSD), 2017
Gina Clayton-Tarvin (Ocean View SD), 2017
Jeff Cole (Anaheim ESD), 2017
Ian Collins (Fountain Valley ESD), 2017
Debbie Cotton (Ocean View SD), 2017
Lynn Davis (Tustin USD), 2018
Judy Franco (Newport-Mesa USD), 2018
Karin Freeman (Placentia-Yorba Linda USD), 2017
Bob Harden (Garden Grove USD) ♦, 2017
Gila Jones (Capistrano USD) ♦, 2018
Candice (Candi) Kern (Cypress ESD), 2018
Martha McNicholas (Capistrano USD) ♦, 2018
Lan Q. Nguyen (Garden Grove USD) ♦, 2018
Annemarie Randle-Trejo (Anaheim Union HSD) ♦, 2018
Rob Richardson (Santa Ana USD) ♦, 2017
Rosemary Saylor (Huntington Beach City ESD), 2018
Francine Scinto (Tustin USD), 2018
Michael Simons (Huntington Beach Union HSD), 2018
Robert A. Singer (Fullerton Joint Union HSD), 2017
Suzie R. Swartz (Saddleback Valley USD), 2017
Sharon Wallin (Irvine USD) ♦, 2018
Dolores Winchell (Saddleback Valley ESD), 2017

County: John W. Bedell (Orange COE), 2017

REGION 16 – 20 Delegates (15 elected/5 appointed) ♦
Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2017

Subregion 16-B (San Bernardino)

Jesse Armendarez (Fontana USD) ♦, 2018
Christina Cameron-Otero (Needles USD), 2017
Niccole Childs (Hesperia USD), 2018
Lorena Corona (Fontana USD) ♦, 2017
Tom Courtney (Lucerne Valley USD), 2017
Barbara J. Dew (Victor Valley Union HSD), 2018
Barbara Flores (San Bernardino City USD) ♦, 2018
Cathline Fort (Etiwanda ESD), 2018
Margaret Hill (San Bernardino City USD) ♦, 2017
Sylvia Orozco (Chino Valley USD) ♦, 2017
Caryn Payzant (Alta Loma ESD), 2018
Barbara Schneider (Helendale SD), 2018
Jane D. Smith (Yucaipa-Calimesa Joint USD), 2018
Wilson So (Apple Valley USD), 2017
Eric Swanson (Hesperia USD), 2017
Kathy A. Thompson (Central ESD), 2017
Charles Uhalley (Chaffey Joint Union HSD), 2017
Donna West (Redlands USD), 2018

County: Mark A. Sumpter (San Bernardino COE), 2018

REGION 17 – 24 Delegates (18 elected/6 appointed) ♦
Director: Carol Skiljan (Encinitas Union ESD)

County: San Diego

Elvia Aguilar (South Bay Union SD), 2018
Barbara Avalos (National SD), 2018
Kevin Beiser (San Diego USD) ♦, 2017
Brian Clapper (National SD), 2018
Katie Dexter (Lemon Grove SD), 2018
Twila Godley (Lakeside Union SD), 2017
Adrienne Hakes (Oceanside USD), 2018
Beth Hergesheimer (San Dieguito Union HSD), 2017
Elizabeth Jaka (Vista USD), 2018
Claudine Jones (Carlsbad USD), 2018
Michael McQuary (San Diego USD) ♦, 2018
Janet W. Mulder (Jamul-Dulzura Union ESD), 2017
Tamara Otero (Cajon Valley Union SD), 2017
Dawn Perfect (Ramona USD), 2017
Eduardo Reyes (Chula Vista ESD), 2018
Barbara Ryan (Santee SD), 2017
Debra Schade (Solana Beach ESD), 2018
Priscilla Schreiber (Grossmont Union HSD), 2017
Nicholas Segura (Sweetwater Union HSD) ♦, 2018
Charles Sellers (Poway USD) ♦, 2017
Arturo Solis (Sweetwater Union HSD) ♦, 2017
Marla Strich (Encinitas Union ESD), 2018
Sharon Whitehurst-Payne (San Diego USD) ♦, 2017

County: Mark C. Anderson (San Diego COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 18 – 21 Delegates (16 elected/5 appointed) ◇

Director: Jerry Bowman (Menifee Union ESD)

Subregion 18-A (Riverside)

Bruce N. Dennis (Riverside COE), 2017
 Kenneth Dickson (Murrieta Valley USD), 2017
 Tom Elliott (Perris ESD), 2018
 Tom Hunt (Riverside USD) ◇, 2017
 Ben Johnson, II (Alvord USD), 2018
 Cleveland Johnson (Moreno Valley USD) ◇, 2017
 Wendy Jonathan (Desert Sands USD), 2018
 Marla Kirkland (Val Verde USD), 2018
 Susan Lara (Beaumont USD), 2018
 Patricia Lock-Dawson (Riverside USD) ◇, 2018
 Memo Mendez (Jurupa USD), 2017
 Bill Newberry (Corona-Norco USD) ◇, 2017
 John I. Norman (San Jacinto USD), 2017
 David Allen Pulsipher (Temecula Valley USD), 2017
 Cathy L. Sciortino (Corona-Norco USD) ◇, 2018
 Susan Scott (Lake Elsinore USD), 2018
 Sandra Tusan (Romoland ESD), 2017

Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD), 2017
 Diahna Garcia-Ruiz (Heber ESD), 2017
 Gloria Santillan (Brawley ESD), 2018
County: Susan Manger (Imperial COE), 2018

REGION 20 – 12 Delegates (11 elected/1 appointed) ◇

Director: Albert Gonzalez (Santa Clara USD)

County: Santa Clara

Robert Benevento (Morgan Hill USD), 2018
 Frank Biehl (East Side Union HSD), 2018
 Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2018
 Danielle Cohen (Campbell Union SD), 2017
 Pamela Foley (San Jose USD) ◇, 2017
 Anjali Kausar (Cupertino Union SD), 2017
 Bonnie Mace (Evergreen ESD), 2017
 Joe Mitchner (Mountain View-Los Altos Un. HSD), 2018
 Reid Myers (Sunnyvale SD), 2017
 Andres Quintero (Alum Rock Union ESD), 2017
 George Sanchez (Franklin-McKinley ESD), 2017
County: Rosemary Kamei (Santa Clara COE), 2018

REGION 21 – 7 Delegates (7 appointed) ◇

Director: George McKenna (Los Angeles USD)

County: Los Angeles

Monica Garcia (Los Angeles USD) ◇, 2017
 Monica Ratliff (Los Angeles USD) ◇, 2017
 Ref Rodriguez (Los Angeles USD) ◇, 2020
 Scott Schmerelson (Los Angeles USD) ◇, 2020
 Richard Vladovic (Los Angeles USD) ◇, 2020
 Steven Zimmer (Los Angeles USD) ◇, 2017
County: Douglas Boyd (Los Angeles COE) ◇, 2018

REGION 22 – 6 Delegates (6 elected)

Director: Victor Torres (Castaic Union SD)

Los Angeles County: North Los Angeles

John K. Curiel (Westside Union ESD), 2017
 Steven DeMarzio (Westside Union ESD), 2018
 R. Michael Dutton (Keppel Union ESD), 2017
 Keith Giles (Lancaster ESD), 2018
 Nancy Smith (Palmdale ESD), 2018
 Steven M. Sturgeon (William S. Hart Union HSD), 2017

REGION 23 – 16 Delegates (13 elected/3 Appointed) ◇

Director: Xilonin Cruz-Gonzalez (Azusa USD)

Los Angeles County: San Gabriel Valley & East Los Angeles

Subregion 23-A

Adele Andrade-Stadler (Alhambra USD), 2017
 Kenneth Bell (Duarte USD), 2017
 Bob Bruesch (Garvey ESD), 2018
 Gregory Krikorian (Glendale USD), 2018
 Gary Scott (San Gabriel USD), 2018

Subregion 23-B

Benjamin Cardenas (Montebello USD) ◇, 2017
 Anthony Duarte (Hacienda La Puente USD), 2018
 Helen Hall (Walnut Valley USD), 2017
 Gino (J.D.) Kwok (Hacienda La Puente USD) ◇, 2018
 Vacant, 2017

Subregion 23-C

Steven Llanusa (Claremont USD), 2018
 Christina Lucero (Baldwin Park USD), 2017
 Eileen Miranda Jimenez (West Covina USD), 2017
 Roberta Perlman (Pomona USD) ◇, 2017
 Camie Poulos (West Covina USD), 2018
 Paul Solano (Bassett USD), 2018

REGION 24 – 16 Delegates (14 elected/2 Appointed) ◇

Director: Donald E. LaPlante (Downey USD)

Los Angeles County: Southwest Crescent

Darryl Adams (Norwalk-La Mirada USD), 2017
 Micah Ali (Compton USD), 2017
 Leighton Anderson (Whittier Union HSD), 2018
 Jan Baird (South Whittier ESD), 2017
 Paul Gardiner (East Whittier City ESD), 2018
 Margie Garrett (Compton USD), 2018
 Vivian Hansen (Paramount USD), 2017
 Megan Kerr (Long Beach USD) ◇, 2017
 Eugene Krank (Hawthorne SD), 2018
 Jose Lara (El Rancho USD), 2017
 Sylvia V. Macias (South Whittier ESD), 2018
 John McGinnis (Long Beach USD) ◇, 2018
 Karen Morrison (Norwalk-La Mirada USD), 2018
 Ann M. Phillips (Lawndale ESD), 2018
 Margarita Rios (Norwalk-La Mirada USD), 2018
 Ana Valencia (Norwalk-La Mirada USD), 2017



IMPORTANT DELEGATE NOMINATION AND ELECTION DEADLINES

Important 2017 Dates:

- Saturday, January 7: U.S.P.S. postmarked, fax, or email deadline for ***required*** Nomination and Candidate Biographical Sketch Forms
- By Wednesday, February 1: Ballots mailed to Member Boards
- February 1 – March 15: Boards vote for Delegates
- Wednesday, March 15: Deadline for the ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)
- By Friday, March 31: Ballots to be tallied
- By Monday, April 3: Election results, except for run-offs, posted on CSBA's Web site
- Friday, April 28: Deadline for run-off ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)

Delegate Assembly Meeting Dates in 2017

- Saturday, May 20 – Sunday, May 21, Sacramento
- Wednesday, November 29 – Thursday, November 30, San Diego



Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years beginning April 1, 2017 through March 31, 2019. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

What does a nomination consist of? A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.

Alphabetical Index of School Districts and Corresponding CSBA Region Number

ABC USD	24	Arvin Union SD	12 B	Big Springs Union ESD	02 A
Acalanes Union HSD	07 A	Atascadero USD	09 C	Big Sur USD	09 B
Ackerman Charter SD	04 D	Atwater ESD	08 D	Big Valley Joint USD	02 C
Acton-Agua Dulce USD	22	Auburn Union ESD	04 D	Biggs USD	04 B
Adelanto ESD	16 B	Azusa USD	23 C	Bishop USD	16 A
Alameda COE	07 B	Baker Valley USD	16 B	Bitterwater-Tully Union ESD	09 A
Alameda USD	07 B	Bakersfield City ESD	12 B	Black Butte Union ESD	02 B
Albany USD	07 B	Baldwin Park USD	23 C	Black Oak Mine USD	06 C
Alexander Valley Union ESD	03 A	Baldy View ROP	16 B	Blake ESD	12 B
Alhambra USD	23 A	Ballard SD	11 A	Blochman Union ESD	11 A
Alisal Union SD	09 B	Ballico-Cressey ESD	08 D	Blue Lake Union ESD	01 A
Allensworth ESD	12 A	Bangor Union ESD	04 B	Bogus ESD	02 A
Alpaugh USD	12 A	Banning USD	18 A	Bolinas-Stinson Union SD	03 D
Alpine County & USD	06 C	Banta ESD	08 A	Bonita USD	23 C
Alpine Union SD	17	Barstow USD	16 B	Bonny Doon Union ESD	09 A
Alta Loma ESD	16 B	Bass Lake Joint Union ESD	10 A	Bonsall USD	17
Alta Vista ESD	12 A	Bassett USD	23 C	Borrego Springs USD	17
Alta-Dutch Flat Union ESD	04 D	Bayshore ESD	05 B	Bradley Union ESD	09 B
Alum Rock Union ESD	20	Bear Valley USD	16 B	Brawley ESD	18 B
Alview-Dairyland Union ESD	10 A	Beardsley ESD	12 B	Brawley Union HSD	18 B
Alvina Elementary Charter SD	10 B	Beaumont USD	18 A	Brea-Olinda USD	15
Alvord USD	18 A	Bella Vista ESD	02 B	Brentwood Union SD	07 A
Amador County & USD	08 B	Bellevue ESD	08 B	Bret Harte Union HSD	08 B
Anaheim ESD	15	Bellevue Union ESD	03 A	Bridgeville ESD	01 A
Anaheim Union HSD	15	Bellflower USD	24	Briggs ESD	11 B
Anderson Union HSD	02 B	Belmont-Redwood Shores ESD	05 B	Brisbane ESD	05 B
Anderson Valley USD	01 B	Belridge ESD	12 B	Brittan ESD	04 C
Antelope SD	04 A	Benicia USD	03 C	Browns ESD	04 C
Antelope Valley Union HSD	22	Bennett Valley Union SD	03 A	Buckeye Union ESD	06 C
Antioch USD	07 A	Berkeley USD	07 B	Buellton Union ESD	11 A
Apple Valley USD	16 B	Berryessa Union SD	20	Buena Park ESD	15
Arcadia USD	23 A	Beverly Hills USD	24	Buena Vista ESD	12 A
Arcata ESD	01 A	Big Creek ESD	10 B	Burbank USD	23 A
Arcohe Union ESD	06 B	Big Lagoon Union ESD	01 A	Burlingame ESD	05 B
Armona Union ESD	10 C	Big Oak Flat-Groveland USD	08 B	Burnt Ranch ESD	02 A
Aromas-San Juan USD	09 A	Big Pine USD	16 A	Burrel Union ESD	10 B

Alphabetical Index of School Districts and Corresponding CSBA Region Number

Burton ESD	12	A	Central Union HSD	18	B	Colusa USD	04	C
Butte COE	04	B	Central USD	10	B	Compton USD	24	
Butte Valley USD	02	A	Centralia ESD	15		Conejo Valley USD	11	B
Butteville Union ESD	02	A	Ceres USD	08	C	Contra Costa COE	07	A
Buttonwillow Union ESD	12	B	Chaffey Joint Union HSD	16	B	Corcoran Joint USD	10	C
Byron Union ESD	07	A	Charter Oak USD	23	C	Corning Union ESD	04	A
Cabrillo USD	05	B	Chatom Union SD	08	C	Corning Union HSD	04	A
Cajon Valley Union SD	17		Chawanakee USD	10	A	Coronado USD	17	
Calaveras COE	08	B	Chicago Park ESD	04	D	Corona-Norco USD	18	A
Calaveras USD	08	B	Chico USD	04	B	Cotati-Rohnert Park USD	03	A
Calexico USD	18	B	Chino Valley USD	16	B	Cottonwood Union SD	02	B
Caliente Union ESD	12	B	Chowchilla ESD	10	A	Covina-Valley USD	23	C
Calipatria USD	18	B	Chowchilla Union HSD	10	A	Cucamonga SD	16	B
Calistoga Joint USD	03	B	Chualar Union SD	09	B	Cuddeback Union ESD	01	A
Cambrian SD	20		Chula Vista ESD	17		Culver City USD	24	
Camino Union ESD	06	C	Cienega Union ESD	09	A	Cupertino Union SD	20	
Campbell Union HSD	20		Cinnabar ESD	03	A	Curtis Creek ESD	08	B
Campbell Union SD	20		Claremont USD	23	C	Cutler-Orosi Joint USD	12	A
Camptonville Union ESD	04	C	Clay Joint ESD	10	B	Cutten ESD	01	A
Canyon ESD	07	A	Clear Creek ESD	04	D	Cuyama Joint USD	11	A
Capay Joint Union ESD	04	A	Cloverdale USD	03	A	Cypress ESD	15	
Capistrano USD	15		Clovis USD	10	B	Davis Joint USD	06	A
Cardiff ESD	17		Coachella Valley USD	18	A	Death Valley USD	16	A
Carlsbad USD	17		Coalinga-Huron USD	10	B	Dehesa SD	17	
Carmel USD	09	B	Coast USD	09	C	Del Mar Union SD	17	
Carpinteria USD	11	A	Coastline ROP	15		Del Norte County & USD	01	A
Caruthers USD	10	B	Coffee Creek ESD	02	A	Delano Joint Union HSD	12	B
Cascade Union ESD	02	B	Cold Spring ESD	11	A	Delano Union ESD	12	B
Castaic Union SD	22		Colfax ESD	04	D	Delhi USD	08	D
Castle Rock Union ESD	02	B	College ESD	11	A	Delphic ESD	02	A
Castro Valley USD	07	B	Colton Joint USD	16	B	Denair USD	08	C
Cayucos ESD	09	C	Colton-Redlands-Yucaipa ROP	16	B	Desert Center USD	18	A
Center USD	06	B	Columbia ESD	02	B	Desert Sands USD	18	A
Centinela Valley Union HSD	24		Columbia Union SD	08	B	Di Giorgio ESD	12	B
Central ESD	16	B	Columbine ESD	12	A	Dinuba USD	12	A
Central Union ESD	10	C	Colusa COE	04	C	Dixie ESD	03	D

Alphabetical Index of School Districts and Corresponding CSBA Region Number

Dixon USD	03	C	Encinitas Union ESD	17	Franklin ESD	04	C
Dos Palos Oro Loma Joint USD	08	D	Enterprise ESD	02	Franklin-McKinley ESD	20	
Douglas City ESD	02	A	Escalon USD	08	Fremont Union HSD	20	
Downey USD	24		Escondido Union HSD	17	Fremont USD	07	B
Dry Creek Joint ESD	04	D	Escondido Union SD	17	French Gulch-Whiskeytown ESD	02	B
Duarte USD	23	A	Esparto USD	06	Freshwater ESD	01	A
Dublin USD	07	B	Etiwanda ESD	16	Fresno COE	10	B
Ducor Union ESD	12	A	Eureka City SD	01	Fresno USD	10	B
Dunham ESD	03	A	Eureka Union SD	04	Fruitvale ESD	12	B
Dunsmuir ESD	02	A	Evergreen ESD	20	Fullerton Joint Union HSD	15	
Dunsmuir Joint Union HSD	02	A	Evergreen Union ESD	04	Fullerton SD	15	
Durham USD	04	B	Exeter USD	12	Galt Joint Union ESD	06	B
Earlmarl ESD	12	A	Fairfax ESD	12	Galt Joint Union HSD	06	B
East Nicolaus Joint Union HSD	04	C	Fairfield-Suisun USD	03	Garden Grove USD	15	
East San Gabriel Valley ROP	21		Fall River Joint USD	02	Garfield ESD	01	A
East Side Union HSD	20		Fallbrook Union ESD	17	Garvey ESD	23	A
East Whittier City ESD	24		Fallbrook Union HSD	17	Gateway USD	02	B
Eastern Sierra USD	06	C	Farmersville USD	12	Gazelle Union ESD	02	A
Eastside Union SD	22		Feather Falls Union ESD	04	General Shafter ESD	12	B
Eden Area ROP	07	B	Ferndale USD	01	Gerber Union ESD	04	A
Edison ESD	12	B	Fieldbrook ESD	01	Geyserville USD	03	A
El Centro ESD	18	B	Fillmore USD	11	Gilroy USD	20	
El Dorado COE	06	C	Firebaugh-Las Deltas USD	10	Glendale USD	23	A
El Dorado Union HSD	06	C	Flournoy Union ESD	04	Glendora USD	23	C
El Monte City SD	23	B	Folsom-Cordova USD	06	Glenn COE	04	A
El Monte Union HSD	23	B	Fontana USD	16	Gold Oak Union SD	06	C
El Nido ESD	08	D	Foresthill Union ESD	04	Gold Trail Union SD	06	C
El Rancho USD	24		Forestville Union ESD	03	Golden Feather Union SD	04	B
El Segundo USD	24		Forks of Salmon ESD	02	Golden Plains USD	10	B
El Tejon USD	12	B	Fort Bragg USD	01	Golden Valley USD	10	A
Elk Grove USD	06	B	Fort Ross ESD	03	Goleta Union ESD	11	A
Elk Hills ESD	12	B	Fort Sage USD	02	Gonzales USD	09	B
Elkins ESD	04	A	Fortuna ESD	01	Gorman ESD	22	
Elverta Joint ESD	06	B	Fortuna Union HSD	01	Grant ESD	02	B
Emery USD	07	B	Fountain Valley ESD	15	Grass Valley ESD	04	D
Empire Union SD	08	C	Fowler USD	10	Gratton ESD	08	C

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Gravenstein Union ESD	03 A	Hornbrook ESD	02 A	Kashia ESD	03 A
Graves ESD	09 B	Hot Springs ESD	12 A	Kelseyville USD	01 B
Green Point ESD	01 A	Howell Mountain ESD	03 B	Kentfield ESD	03 D
Greenfield Union ESD	12 B	Hueneme ESD	11 B	Kenwood SD	03 A
Greenfield Union SD	09 B	Hughes-Elizabeth Lakes Union SD	22	Keppel Union ESD	22
Grenada ESD	02 A	Hughson USD	08 C	Kerman USD	10 B
Gridley USD	04 B	Humboldt COE	01 A	Kern COE	12 B
Grossmont Union HSD	17	Huntington Beach City ESD	15	Kern Union HSD	12 B
Guadalupe Union ESD	11 A	Huntington Beach Union HSD	15	Kernville Union ESD	12 B
Guerneville ESD	03 A	Hydesville ESD	01 A	Keyes Union ESD	08 C
Gustine USD	08 D	Igo-Ono-Platina Union ESD	02 B	King City Union SD	09 B
Hacienda La Puente USD	23 B	Imperial COE	18 B	Kings Canyon Joint USD	10 B
Hamilton USD	04 A	Imperial USD	18 B	Kings COE	10 C
Hanford ESD	10 C	Imperial Valley ROP	18 B	Kings River Union ESD	12 A
Hanford Joint Union HSD	10 C	Indian Diggings ESD	06 C	Kings River-Hardwick Union ESD	10 C
Happy Camp Union ESD	02 A	Indian Springs ESD	02 B	Kingsburg Elementary Charter SD	10 B
Happy Valley ESD	09 A	Inglewood USD	24	Kingsburg Joint Union HSD	10 B
Happy Valley Union ESD	02 B	Inyo COE	16 A	Kirkwood ESD	04 A
Harmony Union ESD	03 A	Irvine USD	15	Kit Carson Union ESD	10 C
Hart-Ransom Union ESD	08 C	Island Union ESD	10 C	Klamath River Union ESD	02 A
Hawthorne SD	24	Jacoby Creek ESD	01 A	Klamath-Trinity Joint USD	01 A
Hayward USD	07 B	Jamestown ESD	08 B	Kneeland ESD	01 A
Healdsburg USD	03 A	Jamul-Dulzura Union ESD	17	Knights Ferry ESD	08 C
Heber ESD	18 B	Janesville Union ESD	02 C	Knightsen ESD	07 A
Helendale SD	16 B	Jefferson ESD	05 B	Konocti USD	01 B
Hemet USD	18 A	Jefferson ESD	09 A	La Canada USD	23 A
Hermosa Beach City ESD	24	Jefferson ESD	08 A	La Habra City ESD	15
Hesperia USD	16 B	Jefferson Union HSD	05 B	La Honda-Pescadero USD	05 B
Hickman Charter SD	08 C	John Swett USD	07 A	La Mesa-Spring Valley SD	17
Hillsborough City SD	05 B	Johnstonville ESD	02 C	La Puente Valley ROP	21
Hilmar USD	08 D	Julian Union ESD	17	Lafayette ESD	07 A
Hollister ESD	09 A	Julian Union HSD	17	Laguna Beach USD	15
Holtville USD	18 B	Junction City ESD	02 A	Laguna Joint ESD	03 D
Hope ESD	12 A	Junction ESD	02 A	Lagunita ESD	09 B
Hope ESD	11 A	Junction ESD	02 B	Lagunitas ESD	03 D
Horicon ESD	03 A	Jurupa USD	18 A	Lake COE	01 B

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Lake Elsinore USD	18	A	Linns Valley-Poso Flat Union ESD	12	B	Manchester Union ESD	01	B
Lake ESD	04	A	Little Lake City ESD	24		Manhattan Beach USD	24	
Lake Tahoe USD	06	C	Little Shasta ESD	02	A	Manteca USD	08	A
Lakeport USD	01	B	Live Oak ESD	09	A	Manzanita ESD	04	B
Lakeside Joint SD	20		Live Oak USD	04	C	Maple Creek ESD	01	A
Lakeside Union ESD	10	C	Livermore Valley Joint USD	07	B	Maple ESD	12	B
Lakeside Union ESD	12	B	Livingston Union SD	08	D	Marcum-Illinois Union ESD	04	C
Lakeside Union SD	17		Lodi USD	08	A	Maricopa USD	12	B
Lammersville Joint USD	08	A	Loleta Union ESD	01	A	Marin COE	03	D
Lamont ESD	12	B	Loma Prieta Joint Union ESD	20		Mariposa County & USD	10	A
Lancaster ESD	22		Lompoc USD	11	A	Mark Twain Union ESD	08	B
Larkspur-Corte Madera SD	03	D	Lone Pine USD	16	A	Mark West Union SD	03	A
Las Lomitas ESD	05	B	Long Beach USD	24		Martinez USD	07	A
Las Virgenes USD	11	B	Loomis Union ESD	04	D	Marysville Joint USD	04	C
Lassen COE	02	C	Los Alamitos USD	15		Mattole USD	01	A
Lassen Union HSD	02	C	Los Altos ESD	20		Maxwell USD	04	C
Lassen View Union ESD	04	A	Los Angeles COE	21		McCabe Union ESD	18	B
Laton USD	10	B	Los Angeles USD	21		McCloud Union ESD	02	A
Latrobe SD	06	C	Los Banos USD	08	D	McFarland USD	12	B
Lawndale ESD	24		Los Gatos Union ESD	20		McKinleyville Union ESD	01	A
Laytonville USD	01	B	Los Gatos-Saratoga Jt. Un. HSD	20		McKittrick ESD	12	B
Le Grand Union ESD	08	D	Los Molinos USD	04	A	McSwain Union ESD	08	D
Le Grand Union HSD	08	D	Los Nietos SD	24		Meadows Union ESD	18	B
Leggett Valley USD	01	B	Los Olivos ESD	11	A	Mendocino COE	01	B
Lemon Grove SD	17		Lost Hills Union ESD	12	B	Mendocino USD	01	B
Lemoore Union ESD	10	C	Lowell Joint ESD	15		Mendota USD	10	B
Lemoore Union HSD	10	C	Lucerne ESD	01	B	Menifee Union ESD	18	A
Lennox SD	24		Lucerne Valley USD	16	B	Menlo Park City ESD	05	B
Lewiston ESD	02	A	Lucia Mar USD	09	C	Merced City ESD	08	D
Liberty ESD	03	A	Luther Burbank SD	20		Merced COE	08	D
Liberty ESD	12	A	Lynwood USD	24		Merced River Union ESD	08	D
Liberty Union HSD	07	A	Madera COE	10	A	Merced Union HSD	08	D
Lincoln ESD	03	D	Madera USD	10	A	Meridian ESD	04	C
Lincoln USD	08	A	Magnolia ESD	15		Mesa Union ESD	11	B
Linden USD	08	A	Magnolia Union ESD	18	B	Metropolitan Education District	20	
Lindsay USD	12	A	Mammoth USD	06	C	Middletown USD	01	B

Alphabetical Index of School Districts and Corresponding CSBA Region Number

Midway ESD	12	B	Mountain View Whisman SD	20	Nuvview Union SD	18	A	
Mill Valley ESD	03	D	Mountain View-Los Altos Union HSD	20	Oak Grove ESD	20		
Millbrae ESD	05	B	Mt. Baldy Joint ESD	16	B	Oak Grove Union SD	03	A
Millville ESD	02	B	Mt. Diablo USD	07	A	Oak Park USD	11	B
Milpitas USD	20		Mt. Pleasant SD	20		Oak Run ESD	02	B
Mission Union ESD	09	B	Mt. Shasta Union SD	02	A	Oak Valley Union ESD	12	A
Mission Valley ROP	07	B	Mulberry ESD	18	B	Oak View Union ESD	08	A
Modesto City Schools	08	C	Mupu ESD	11	B	Oakdale Joint USD	08	C
Modoc COE	02	A	Muroc Joint USD	12	B	Oakland USD	07	B
Modoc Joint USD	02	A	Murrieta Valley USD	18	A	Oakley Union ESD	07	A
Mojave USD	12	B	Napa COE	03	B	Ocean View SD	15	
Mono COE	06	C	Napa Valley USD	03	B	Ocean View SD	11	B
Monroe ESD	10	B	National SD	17		Oceanside USD	17	
Monrovia USD	23	A	Natomas USD	06	B	Ojai USD	11	B
Monson-Sultana Joint Union ESD	12	A	Needles USD	16	B	Old Adobe Union SD	03	A
Montague ESD	02	A	Nevada City SD	04	D	Ontario-Montclair SD	16	B
Monte Rio Union ESD	03	A	Nevada COE	04	D	Orange Center SD	10	B
Montebello USD	23	B	Nevada Joint Union HSD	04	D	Orange COE	15	
Montecito Union ESD	11	A	New Haven USD	07	B	Orange USD	15	
Monterey COE	09	B	New Hope ESD	08	A	Orchard ESD	20	
Monterey Peninsula USD	09	B	New Jerusalem ESD	08	A	Orcutt Union ESD	11	A
Montgomery ESD	03	A	Newark USD	07	B	Orick ESD	01	A
Moorpark USD	11	B	Newcastle ESD	04	D	Orinda Union ESD	07	A
Moraga ESD	07	A	Newhall SD	22		Orland USD	04	A
Moreland SD	20		Newman-Crows Landing USD	08	C	Oro Grande ESD	16	B
Moreno Valley USD	18	A	Newport-Mesa USD	15		Oroville City ESD	04	B
Morgan Hill USD	20		Nicasio SD	03	D	Oroville Union HSD	04	B
Morongo USD	16	B	Norris SD	12	B	Outside Creek ESD	12	A
Mother Lode Union ESD	06	C	North County Joint Union ESD	09	A	Owens Valley USD	16	A
Mountain Empire USD	17		North Cow Creek ESD	02	B	Oxnard SD	11	B
Mountain ESD	09	A	North Monterey County USD	09	B	Oxnard Union HSD	11	B
Mountain House ESD	07	B	North Orange Co. ROP	15		Pacheco Union ESD	02	B
Mountain Union ESD	02	B	Northern Humboldt Union HSD	01	A	Pacific ESD	09	A
Mountain Valley USD	02	A	Norwalk-La Mirada USD	24		Pacific Grove USD	09	B
Mountain View ESD	16	B	Novato USD	03	D	Pacific Union ESD	01	A
Mountain View ESD	23	B	Nuestro ESD	04	C	Pacific Union ESD	10	B

Alphabetical Index of School Districts and Corresponding CSBA Region Number

Pacifica SD	05 B	Placerville Union ESD	06 C	Reef-Sunset USD	10 C
Pajaro Valley USD	09 A	Plainsburg Union ESD	08 D	Rescue Union ESD	06 C
Palermo Union ESD	04 B	Planada ESD	08 D	Rialto USD	16 B
Palm Springs USD	18 A	Plaza ESD	04 A	Richfield ESD	04 A
Palmdale ESD	22	Pleasant Grove Joint Union ESD	04 C	Richgrove ESD	12 A
Palo Alto USD	20	Pleasant Ridge Union ESD	04 D	Richland SD	12 B
Palo Verde Union ESD	12 A	Pleasant Valley Joint Union ESD	09 C	Richmond ESD	02 C
Palo Verde USD	18 A	Pleasant Valley SD	11 B	Rim of the World USD	16 B
Palos Verdes Peninsula USD	24	Pleasant View ESD	12 A	Rincon Valley Union ESD	03 A
Panama-Buena Vista Union SD	12 B	Pleasanton USD	07 B	Rio Bravo-Greeley Union ESD	12 B
Panoche ESD	09 A	Plumas County & USD	02 C	Rio Dell ESD	01 A
Paradise ESD	08 C	Plumas Lake ESD	04 C	Rio ESD	11 B
Paradise USD	04 B	Point Arena Schools	01 B	Ripon USD	08 A
Paramount USD	24	Pollock Pines ESD	06 C	River Delta USD	06 B
Parlier USD	10 B	Pomona USD	23 C	Riverbank USD	08 C
Pasadena USD	23 A	Pond Union ESD	12 B	Riverdale Joint USD	10 B
Paso Robles Joint USD	09 C	Pope Valley Union SD	03 B	Riverside COE	18 A
Patterson Joint USD	08 C	Porterville USD	12 A	Riverside USD	18 A
Peninsula Union ESD	01 A	Portola Valley ESD	05 B	Roberts Ferry Union ESD	08 C
Penn Valley Union ESD	04 D	Potter Valley Community USD	01 B	Robla ESD	06 B
Perris ESD	18 A	Poway USD	17	Rockford ESD	12 A
Perris Union HSD	18 A	Princeton Joint USD	04 A	Rocklin USD	04 D
Petaluma City ESD & Joint Union HSD	03 A	Raisin City ESD	10 B	Romoland ESD	18 A
Piedmont City USD	07 B	Ramona USD	17	Rosedale Union ESD	12 B
Pierce Joint USD	04 C	Rancho Santa Fe ESD	17	Roseland SD	03 A
Pine Ridge ESD	10 B	Ravendale-Termo ESD	02 C	Rosemead ESD	23 B
Piner-Olivet Union ESD	03 A	Ravenswood City ESD	05 B	Roseville City SD	04 D
Pioneer Union ESD	04 B	Raymond-Knowles Union ESD	10 A	Roseville Joint Union HSD	04 D
Pioneer Union ESD	06 C	Red Bluff Joint Union HSD	04 A	Ross ESD	03 D
Pioneer Union ESD	10 C	Red Bluff Union ESD	04 A	Ross Valley SD	03 D
Pittsburg USD	07 A	Redding ESD	02 B	Round Valley Joint ESD	16 A
Pixley Union ESD	12 A	Redlands USD	16 B	Round Valley USD	01 B
Placentia-Yorba Linda USD	15	Redondo Beach USD	24	Rowland USD	23 B
Placer COE	04 D	Redwood City ESD	05 B	Sacramento City USD	06 B
Placer Hills Union ESD	04 D	Reed Union ESD	03 D	Sacramento COE	06 B
Placer Union HSD	04 D	Reeds Creek ESD	04 A	Saddleback Valley USD	15

Alphabetical Index of School Districts and Corresponding CSBA Region Number

Salida Union SD	08	C	San Ysidro ESD	17	Shasta Union ESD	02	B
Salinas City ESD	09	B	Sanger USD	10	Shasta Union HSD	02	B
Salinas Union HSD	09	B	Santa Ana USD	15	Shiloh ESD	08	C
San Antonio Union ESD	09	B	Santa Barbara COE	11	Shoreline USD	03	D
San Ardo Union ESD	09	B	Santa Barbara USD	11	Sierra County/Sierra-Plumas Jt. USD . .	04	D
San Benito COE	09	A	Santa Clara COE	20	Sierra Sands USD	12	B
San Benito HSD	09	A	Santa Clara ESD	11	Sierra USD	10	B
San Bernardino City USD	16	B	Santa Clara USD	20	Silver Fork ESD	06	C
San Bernardino COE	16	B	Santa Cruz City Schools	09	Silver Valley USD	16	B
San Bruno Park ESD	05	B	Santa Cruz COE	09	Simi Valley USD	11	B
San Carlos ESD	05	B	Santa Maria Joint Union HSD	11	Siskiyou COE	02	A
San Diego COE	17		Santa Maria-Bonita SD	11	Siskiyou Union HSD	02	A
San Diego USD	17		Santa Monica-Malibu USD	24	Snelling-Merced Falls Union ESD	08	D
San Dieguito Union HSD	17		Santa Paula USD	11	Snowline Joint USD	16	B
San Francisco County & USD	05	A	Santa Rita Union ESD	09	Solana Beach ESD	17	
San Gabriel USD	23	A	Santa Rosa City Schools	03	Solano COE	03	C
San Jacinto USD	18	A	Santa Ynez Valley Union HSD	11	Soledad USD	09	B
San Joaquin COE	08	A	Santee SD	17	Solvang ESD	11	A
San Jose USD	20		Saratoga Union ESD	20	Somis Union ESD	11	B
San Juan USD	06	B	Saucelito ESD	12	Sonoma COE	03	A
San Leandro USD	07	B	Saugus Union SD	22	Sonoma Valley USD	03	A
San Lorenzo USD	07	B	Sausalito Marin City SD	03	Sonora SD	08	B
San Lorenzo Valley USD	09	A	Savanna ESD	15	Sonora Union HSD	08	B
San Lucas Union ESD	09	B	Scotia Union ESD	01	Soquel Union ESD	09	A
San Luis Coastal USD	09	C	Scott Valley USD	02	Soulsbyville ESD	08	B
San Luis Obispo COE	09	C	Scotts Valley USD	09	South Bay Union ESD	01	A
San Marcos USD	17		Sebastopol Union ESD	03	South Bay Union SD	17	
San Marino USD	23	A	Seeley Union ESD	18	South Coast ROP	15	
San Mateo COE	05	B	Seiad ESD	02	South Fork Union SD	12	B
San Mateo Union HSD	05	B	Selma USD	10	South Monterey County Joint Union USD	09	B
San Mateo-Foster City SD	05	B	Semitropic ESD	12	South Pasadena USD	23	A
San Miguel Joint Union ESD	09	C	Sequoia Union ESD	12	South San Francisco USD	05	B
San Pasqual Union SD	17		Sequoia Union HSD	05	South Whittier ESD	24	
San Pasqual Valley USD	18	B	Shaffer Union SD	02	Southeast ROP	21	
San Rafael City Schools	03	D	Shandon Joint USD	09	Southern California ROC	21	
San Ramon Valley USD	07	A	Shasta COE	02	Southern Humboldt Joint USD	01	A

Alphabetical Index of School Districts and Corresponding CSBA Region Number

Southern Kern USD	12 B	Terra Bella Union ESD	12 A	Valle Lindo ESD	23 B
Southern Trinity Joint USD	02 A	Thermalito Union SD	04 B	Vallecito Union ESD	08 B
Southside ESD	09 A	Three Rivers Union ESD	12 A	Vallecitos SD	17
Spencer Valley ESD	17	Tipton ESD	12 A	Vallejo City USD	03 C
Spreckels Union SD	09 B	Torrance USD	24	Valley Center-Pauma USD	17
Springville Union ESD	12 A	Tracy Joint USD	08 A	Valley Home Joint ESD	08 C
St. Helena USD	03 B	Traver Joint ESD	12 A	Valley ROP	10 B
Standard ESD	12 B	Travis USD	03 C	Ventura COE	11 B
Stanislaus COE	08 C	Tres Pinos Union ESD	09 A	Ventura USD	11 B
Stanislaus Union ESD	08 C	Tri-Cities ROP	21	Victor ESD	16 B
Stockton USD	08 A	Trinidad Union ESD	01 A	Victor Valley Union HSD	16 B
Stone Corral ESD	12 A	Trinity Alps USD	02 A	Vineland ESD	12 B
Stony Creek Joint USD	04 A	Trinity Center ESD	02 A	Visalia USD	12 A
Strathmore Union ESD	12 A	Trinity COE	02 A	Vista Del Mar Union SD	11 A
Sulphur Springs Union SD	22	Tri-Valley ROP	07 B	Vista USD	17
Summerville ESD	08 B	Trona Joint USD	16 B	Walnut Creek ESD	07 A
Summerville Union HSD	08 B	Tulare City SD	12 A	Walnut Valley USD	23 B
Sundale Union ESD	12 A	Tulare COE	12 A	Warner USD	17
Sunnyside Union ESD	12 A	Tulare Joint Union HSD	12 A	Wasco Union ESD	12 B
Sunnyvale SD	20	Tulelake Basin Joint USD	02 A	Wasco Union HSD	12 B
Sunol Glen USD	07 B	Tuolumne COE	08 B	Washington Colony ESD	10 B
Surprise Valley Joint USD	02 A	Turlock USD	08 C	Washington Union ESD	09 B
Susanville SD	02 C	Tustin USD	15	Washington USD	10 B
Sutter COE	04 C	Twain Harte SD	08 B	Washington USD	06 A
Sutter Union HSD	04 C	Twin Hills Union ESD	03 A	Waterford USD	08 C
Sweetwater Union HSD	17	Twin Ridges ESD	04 D	Waugh ESD	03 A
Sylvan Union ESD	08 C	Twin Rivers USD	06 B	Waukena Joint Union ESD	12 A
Taft City SD	12 B	Two Rock Union SD	03 A	Weaver Union SD	08 D
Taft Union HSD	12 B	Ukiah USD	01 B	Weed Union ESD	02 A
Tahoe-Truckee USD	04 D	Union ESD	20	West Contra Costa USD	07 A
Tamalpais Union HSD	03 D	Union Hill ESD	04 D	West Covina USD	23 C
Tehachapi USD	12 B	Union Joint ESD	03 D	West Park ESD	10 B
Tehama COE	04 A	Upland USD	16 B	West Side Union ESD	03 A
Temecula Valley USD	18 A	Upper Lake USD	01 B	West Sonoma County Union HSD	03 A
Temple City USD	23 A	Vacaville USD	03 C	Western Placer USD	04 D
Templeton USD	09 C	Val Verde USD	18 A	Westminster SD	15

Alphabetical Index of School Districts and Corresponding CSBA Region Number

Westmorland Union ESD	18	B
Westside ESD	10	B
Westside Union ESD	22	
Westwood USD	02	C
Wheatland ESD	04	C
Wheatland Union HSD	04	C
Whitmore Union ESD	02	B
Whittier City ESD	24	
Whittier Union HSD	24	
William S. Hart Union HSD	22	
Williams USD	04	C
Willits USD	01	B
Willow Creek ESD	02	A
Willow Grove Union ESD	09	A
Willows USD	04	A
Wilmar Union ESD	03	A
Wilsona SD	22	
Windsor USD	03	A
Winship-Robbins ESD	04	C
Winters Joint USD	06	A
Winton SD	08	D
Wiseburn USD	24	
Woodlake USD	12	A
Woodland Joint USD	06	A
Woodside ESD	05	B
Woodville ESD	12	A
Wright ESD	03	A
Yolo COE	06	A
Yosemite USD	10	A
Yreka Union ESD	02	A
Yreka Union HSD	02	A
Yuba City USD	04	C
Yuba COE	04	C
Yucaipa-Calimesa Joint USD	16	B

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____ X

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Oxnard School District 2016-2017 First Interim Report (Period Ending October 31, 2016) (Cline/Penanhoat)

The Oxnard School District First Interim Report for Fiscal Year 2016-2017 is presented to the Board.

FISCAL IMPACT

None.

RECOMMENDATION

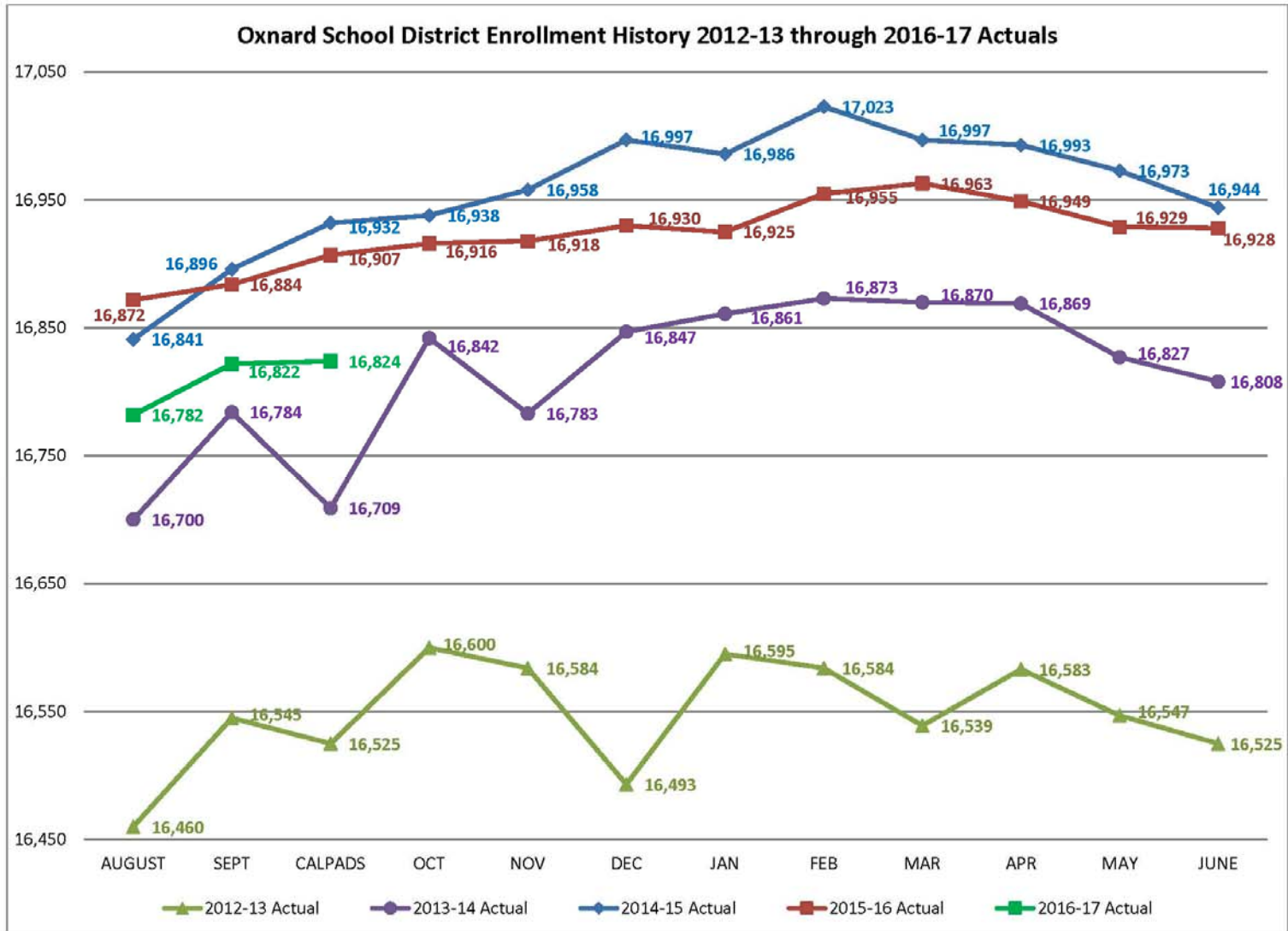
It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District 2016-2017 First Interim Report (Period Ending October 31, 2016).

ADDITIONAL MATERIAL

Attached: 2016-2017 1st Interim Report PowerPoint Presentation (10 pages)
Oxnard School District 2016-2017 First Interim Report (130 pages)



2016-17 1ST INTERIM REPORT
DECEMBER 7, 2016



2016-17 Estimated Cash Flow Report as of October 31, 2016

	Actual July	Actual August	Actual Sept	Actual October	Estimated November	Estimated December	Estimated January	Estimated February	Estimated March	Estimated April	Estimated May	Estimated June	Total	1st Interim Budget	Estimated Accrual
Beg Cash Balance	\$35,229,742	\$34,392,785	\$23,370,843	\$30,074,820	\$27,666,085	\$25,710,982	\$44,376,708	\$46,818,138	\$46,850,374	\$51,080,432	\$57,444,502	\$55,874,875			
Revenue:															
State Apportionment*	\$ 5,804,548	\$ 5,804,548	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 136,831,304	\$ 134,410,480	\$ (2,420,824)
EPA	\$ -	\$ -	\$ 5,152,178	\$ -	\$ -	\$ 5,152,178	\$ -	\$ -	\$ 5,217,996	\$ -	\$ -	\$ 5,217,996	\$ 20,740,348	\$ 20,867,768	\$ -
Property Tax	\$ 29,330	\$ 187,827	\$ -	\$ 121,054	\$ 277	\$ 12,904,135	\$ 1,436,056	\$ -	\$ 112,684	\$ 7,131,042	\$ 110,477	\$ 1,531,936	\$ 23,564,819	\$ 24,620,338	\$ 1,055,519
Apportionment Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal	\$ 14,990	\$ 16,282	\$ 1,432,794	\$ 208,389	\$ 366,352	\$ 1,034,137	\$ 849,393	\$ 2,222,040	\$ 1,039,215	\$ 220,417	\$ 857,177	\$ 1,239,654	\$ 9,500,839	\$ 16,645,104	\$ 7,144,265
Other State	\$ 17,263	\$ 64,433	\$ 2,547,987	\$ 287,549	\$ 489,126	\$ 1,581,907	\$ 3,439,698	\$ 127,981	\$ 1,746,519	\$ 1,218,950	\$ 31,074	\$ 2,283,029	\$ 13,835,516	\$ 14,629,109	\$ 793,593
Local	\$ 855,592	\$ 531,645	\$ 827,908	\$ 667,376	\$ 841,696	\$ 784,062	\$ 892,524	\$ 777,310	\$ 803,726	\$ 910,401	\$ 830,280	\$ 822,628	\$ 9,545,149	\$ 9,933,876	\$ 388,727
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 6,721,723	\$ 6,604,735	\$ 20,409,053	\$ 11,732,554	\$ 12,145,636	\$ 31,904,605	\$ 17,065,858	\$ 13,575,517	\$ 19,368,326	\$ 19,928,996	\$ 12,277,194	\$ 21,543,430	\$ 193,277,627	\$ 200,238,907	\$ 6,961,280
Expenditures:															
Certificated Salaries	\$ 154,850	\$ 7,295,261	\$ 7,401,206	\$ 7,373,371	\$ 7,330,728	\$ 7,161,168	\$ 7,243,496	\$ 7,280,729	\$ 7,416,663	\$ 7,394,691	\$ 7,350,496	\$ 6,713,553	\$ 80,116,012	\$ 80,116,012	\$ -
Classified Salaries	\$ 1,040,468	\$ 2,206,931	\$ 2,336,029	\$ 2,463,356	\$ 2,381,578	\$ 2,239,823	\$ 2,201,039	\$ 2,228,987	\$ 2,329,783	\$ 2,331,483	\$ 2,246,336	\$ 5,365,926	\$ 29,371,540	\$ 29,371,540	\$ -
Benefits	\$ 477,608	\$ 3,262,360	\$ 3,341,647	\$ 3,376,194	\$ 3,150,875	\$ 3,130,679	\$ 3,161,304	\$ 3,136,733	\$ 3,188,686	\$ 3,189,568	\$ 3,154,588	\$ 6,506,800	\$ 39,077,043	\$ 39,077,043	\$ -
Books & Supplies	\$ 78,723	\$ 285,741	\$ 579,992	\$ 454,239	\$ 791,983	\$ 511,489	\$ 883,168	\$ 478,464	\$ 504,301	\$ 371,070	\$ 468,942	\$ 5,199,376	\$ 10,607,488	\$ 28,885,421	\$ 18,277,933
Services & Operating	\$ 1,035,538	\$ 2,044,686	\$ 998,343	\$ 1,783,563	\$ 1,679,648	\$ 1,190,772	\$ 1,093,064	\$ 1,852,751	\$ 1,590,543	\$ 948,195	\$ 1,337,730	\$ 10,574,958	\$ 26,119,792	\$ 26,119,792	\$ -
Capital Outlay	\$ 579	\$ 148,038	\$ 51,573	\$ 74,072	\$ 39,936	\$ 29,596	\$ 42,525	\$ 110,000	\$ 107,784	\$ 31,618	\$ 46,278	\$ -	\$ 681,989	\$ 4,770,990	\$ 4,088,991
Other Outgo	\$ 275,955	\$ 29,153	\$ 217,649	\$ 732,806	\$ 55,751	\$ 43,427	\$ 275,667	\$ 57,222	\$ 817,374	\$ 64,096	\$ 64,051	\$ 233,786	\$ 2,866,937	\$ 2,866,937	\$ -
Total Expenses	\$ 3,063,521	\$ 15,272,170	\$ 14,926,437	\$ 16,257,602	\$ 15,430,500	\$ 14,306,755	\$ 14,900,263	\$ 15,144,896	\$ 15,945,134	\$ 14,330,721	\$ 14,668,421	\$ 34,594,400	\$ 188,840,811	\$ 211,207,735	\$ 22,366,924
Net Monthly	\$ 3,658,202	\$ (8,667,435)	\$ 5,482,616	\$ (4,525,048)	\$ (3,284,864)	\$ 17,597,850	\$ 2,165,595	\$ (1,569,369)	\$ 3,423,192	\$ 5,598,275	\$ (2,391,227)	\$ (13,050,970)			
Prior Year Transactions:															
PY Audit Adjustment								\$ -	\$ -						
Accounts Receivable	\$ 1,592,313	\$ 2,458,304	\$ 1,408,490	\$ 1,488,674	\$ 470,433	\$ 169,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,502,638	\$ 4,882,028	\$ -
Accounts Payable	\$ 6,087,471	\$ 4,812,811	\$ 187,128	\$ (627,639)	\$ (859,328)	\$ (897,993)	\$ (275,835)	\$ (1,601,605)	\$ (806,866)	\$ (765,795)	\$ (821,600)	\$ -	\$ 4,430,750	\$ 14,215,556	\$ -
Net Prior Year	\$ (4,495,159)	\$ (2,354,507)	\$ 1,221,361	\$ 2,116,313	\$ 1,329,761	\$ 1,067,877	\$ 275,835	\$ 1,601,605	\$ 806,866	\$ 765,795	\$ 821,600	\$ -	\$ 3,071,888	\$ -	\$ -
Net Monthly Increase/(Decrease)	\$ (836,957)	\$ (11,021,942)	\$ 6,703,977	\$ (2,408,735)	\$ (1,955,103)	\$ 18,665,727	\$ 2,441,430	\$ 32,236	\$ 4,230,059	\$ 6,364,070	\$ (1,569,627)	\$ (13,050,970)			
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Ending Cash	\$34,392,785	\$23,370,843	\$30,074,820	\$27,666,085	\$25,710,982	\$44,376,708	\$46,818,138	\$46,850,374	\$51,080,432	\$57,444,502	\$55,874,875	\$42,823,906		(\$10,968,828)	

2016-17 Unrestricted Balance Summary Comparison
Explanation of Changes from Original Budget

Object	Original Budget	1st Interim	Difference	Explanation
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Revenue:

8010-8099	\$ 158,919,271	\$ 159,030,818	\$ 111,547	Adjustment to LCFF calculation
8100-8299	\$ -	\$ -	\$ -	
8300-8599	\$ 6,809,155	\$ 6,855,645	\$ 46,490	Adjustment to Lottery Estimated Revenue
8600-8799	\$ 1,473,400	\$ 2,084,733	\$ 611,333	\$361K Misc Revenue and W/C Dividend/\$187K Safety Credit/Carryover funds

Expenditures:

1000-1999	\$ 67,171,946	\$ 71,007,686	\$ 3,835,740	\$2M 1x Salary Adj/Site Budgets for ExHlp&OT/Movement from Restricted to Unrestricted (0790)
2000-2999	\$ 19,127,971	\$ 20,180,823	\$ 1,052,852	\$532K 1x Salary Adj/Site Budget allocations/Vacation Payoff
3000-3999	\$ 30,910,286	\$ 31,741,642	\$ 831,356	Adj for increased salaries
4000-4999	\$ 11,895,063	\$ 16,084,998	\$ 4,189,935	Carryover 15/16 1x Designated Projects
5000-5999	\$ 11,724,151	\$ 14,598,779	\$ 2,874,628	\$1.5 Carryover 15/16 1x Designated Projects/Def Maint Projects/Site & Dept Allocations
6000-6999	\$ 3,225,000	\$ 4,158,340	\$ 933,340	Increase SanMiguel Clsrn Project \$800K/15/16 Designated 1x Projects
7100-7499	\$ 2,866,937	\$ 2,866,937	\$ -	
7300-7399	\$ (1,303,017)	\$ (1,442,806)	\$ (139,789)	Increase in Indirect due to increase in categorical revenues
8900-8999	\$ (20,209,584)	\$ (20,523,886)	\$ (314,302)	Increase in Special Ed General Fund Contribution

General Fund (Unrestricted)		2016-17(budget)	2017-18(budget)	2018-19(budget)
REVENUES:				
1	Total LCFF Funding	\$159,030,818	\$167,256,402	\$170,216,895
2	Federal Revenues	\$0	\$0	\$0
3	Other State Revenues	\$6,855,645	\$2,979,419	\$2,981,424
4	Other Local Revenues	\$2,084,733	\$2,085,732	\$2,087,934
5	Contributions/Encroachments	(\$19,240,546)	(\$20,343,962)	(\$20,704,337)
TOTAL REVENUES		\$148,730,650	\$151,977,591	\$154,581,916
EXPENDITURES				
1 a	Base Certificated Salaries	\$71,007,686	\$71,007,686	\$72,072,802
b	Step & Column (1.5%)		\$1,065,116	\$1,081,092
c	COLA			
Total Certificated Salaries		\$71,007,686	\$72,072,802	\$73,153,894
2 a	Base Classified Salaries	\$20,180,823	\$20,180,823	\$20,483,535
b	Step (1%)		\$302,712	\$307,253
c	COLA			
Total Classified Salaries		\$20,180,823	\$20,483,535	\$20,790,788
3	Employee Benefits	\$31,741,642	\$34,236,270	\$39,900,495
4	Books & Supplies	\$16,084,998	\$13,109,563	\$13,435,991
5	Services & Operating	\$14,598,779	\$13,164,840	\$13,492,645
6	Capital Outlay	\$4,158,340	\$387,364	\$250,000
7	Other Outgo	\$2,707,471	\$2,624,131	\$2,424,131
TOTAL EXPENDITURES		\$160,479,739	\$156,078,505	\$163,447,944
INCREASE/(DECREASE) IN FUND BALANCE		(\$11,749,089)	(\$4,100,914)	(\$8,866,028)
FUND BALANCE				
1	Beginning Fund Balance	\$35,593,598	\$23,844,509	\$19,743,595
3 a	Non-Spendable Balance	\$170,000	\$100,000	\$100,000
b	Restricted Balance	\$0	\$0	\$0
c	Committed	\$0	\$0	\$0
d	Assigned Balance	\$4,972,000	\$2,100,000	\$2,150,000
e	Reserved for Economic Uncertainties	\$6,407,404	\$6,069,414	\$6,253,668
UNASSIGNED ENDING BALANCE		\$12,295,105	\$11,474,181	\$2,373,899
Ending Balance % of Total Expenditures		8%	7%	1%

Cal STRS Rates

- Employer rates are increasing to 12.58% in 2016-17, up from 10.73% in 2015-16
 - No specific funds are provided for this cost increase
- Under current law, once the statutory rates are achieved, the California State Teachers' Retirement System (CalSTRS) will have the authority to marginally increase or decrease the employer and state contribution rate

Year	Employer	Pre-PEPRA* Employees	Post-PEPRA* Employees
2015-16	10.73%	9.20%	8.56%
2016-17	12.58%	10.25%	9.205%
2017-18	14.43%	10.25%	9.205%
2018-19	16.28%	10.25%	9.205%
2019-20	18.13%	10.25%	9.205%
2020-21	19.10%	10.25%	9.205%

*Public Employees' Pension Reform Act (PEPRA)

CalPERS Rates

The employer contribution to the California Public Employees' Retirement System (CalPERS) was expected to increase to 13.05% in 2016-17 from 11.847% in 2015-16

- The actual employer contribution rate for 2016-17 is higher than anticipated, at 13.888%
- Fortunately, out-year estimated contribution rates have been lowered since they were last released in 2014

Actuals	Actual	Estimate*	Estimate*	Estimate*	Estimate*
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.847%	13.888%	15.50%	17.10%	18.60%	19.80%

- *CalPERS provided estimates as of April 2016

January 2016	Governor's Preliminary 2017-18 Budget Released
January - February 2017	Work will happen on enrollment and staffing projections for 2017-18
January – June 2017	Work on the District LCAP and Budget happens
March 2017	2 nd Interim Report for 2016-17 presented to the Board for approval
June 2017	LCAP and Budget for 2017-18 presented to the Board for review and approval



2016-17
1st Interim Report
(period ending October 31, 2016)



Board Meeting of
December 7, 2016

Prepared by:
Lisa Cline, Deputy Superintendent
Business & Fiscal Services

Janet Penanhoat, Director of Finance

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.

Vision:

Empowering all children to achieve excellence

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OXNARD SCHOOL DISTRICT

First Interim Report 2016-2017

Education Code 42130 provides that the district submit a First Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending October 31, 2016.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- Summary Review of School District First Interim Report
- Average Daily Attendance Form
- General Fund Summary
- Actual and Projected Cash Flows
- School District Criteria & Standard Summary Review
- Enrollment History

OTHER FUNDS

The Other Funds of the district are substantially unchanged from that presented in the Adopted Budget.

MULTI-YEAR PROJECTIONS

Beginning on page 91 are the projections for the 2017-18 and 2018-19 fiscal years. The School Services of California Dartboard was used to determine net changes to projected COLA. Current ADA projection models were used to determine projected future ADA. Any changes in the ADA projection model, and corresponding changes in projected ADA, will be reflected at the 2nd Interim Report.

SUMMARY

Budget updates will occur on a regular basis. The 2nd Interim Report will be presented to the Board of Trustees by March 15, 2017.

All projections are based upon information available at this point in time and are subject to change as further information becomes available.

RECOMMENDATION

For purpose of meeting the First Interim Reporting Guidelines, it is recommended that the Board accept the First Interim Report as presented and authorize the filing of a Positive Certification with the Ventura County Office of Education.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 07, 2016 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Janet Penanhoat Telephone: 805-385-1501 x2455
Title: Director of Finance E-mail: jpenanhoat@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF)	Projected LCFF for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

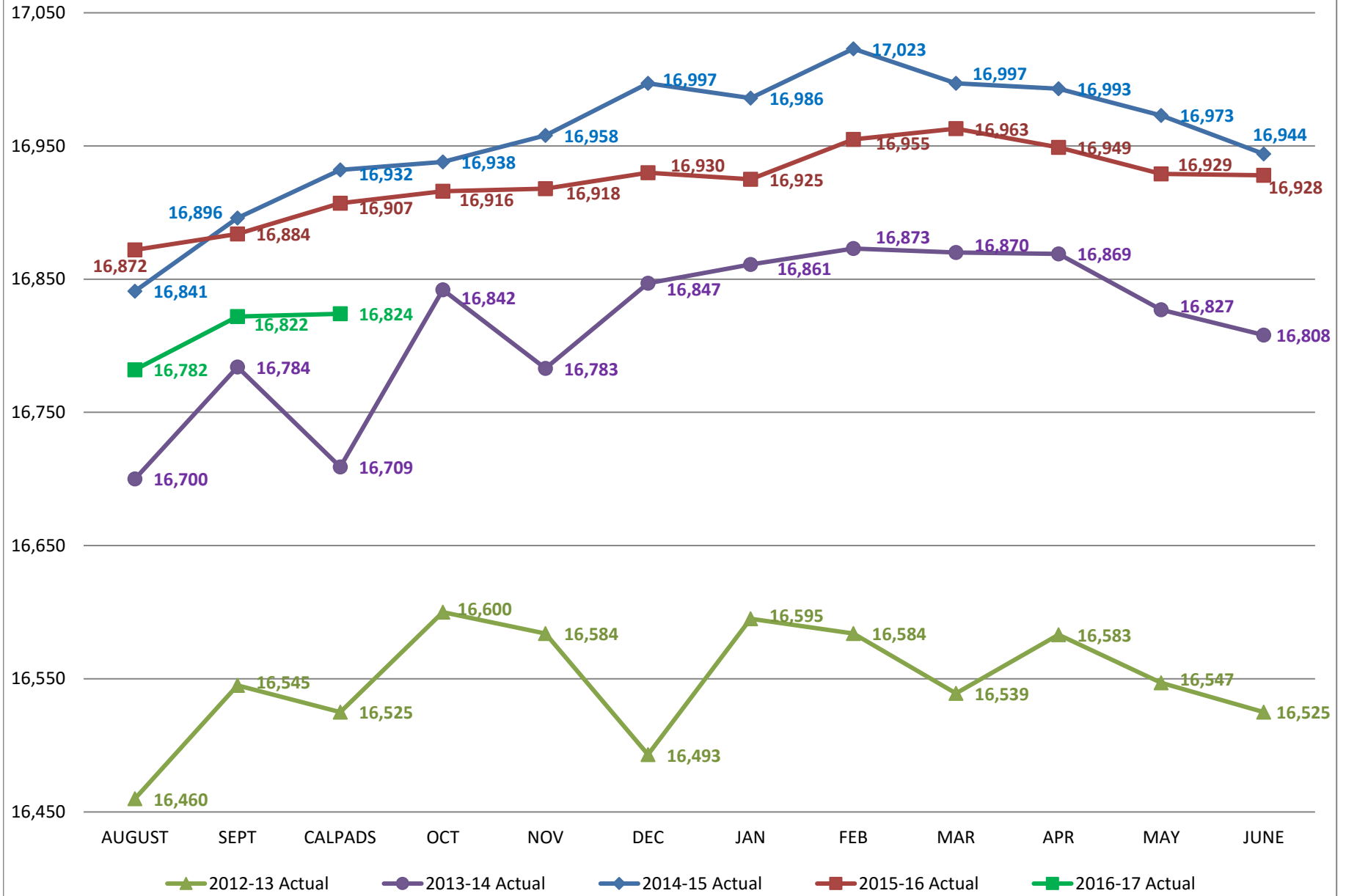
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2015-16) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2016-17 Original Budget	2016-17 Board Approved Operating Budget	2016-17 Actuals to Date	2016-17 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund				
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects	G	G	G	G
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
NCMOE	No Child Left Behind Maintenance of Effort				G
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Oxnard School District Enrollment History 2012-13 through 2016-17 Actuals



Enrollment/ADA History and Projections

2015-16

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
Kinder	2169	2083.66	95.34%	2035.74	96.77%	2043.31	96.57%
1-3	5654	5488.38	95.34%	5488.81	96.77%	5491.57	96.57%
4-6	5702	5566.77	95.34%	5531.10	96.77%	5526.04	96.57%
7-8	3383	3303.49	95.34%	3282.86	96.77%	3279.37	96.57%
Home & Hosp	0	0.00	95.34%	0.00	96.77%	0.00	96.57%
Spec Ed(+ex Day)	32	9.01	95.34%	9.99	96.77%	21.38	96.57%
Non Pub	19	10.95	95.34%	10.84	96.77%	0.00	96.57%
County Suppl	0	0.00	95.34%	0.00	96.77%	0.00	96.57%
	16,959	16,462		16,359		16,362	
Chg from prev yr	-24	97.07%		96.46%		96.48%	
% chg from prv yr	-0.14%						

2016-17

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
Kinder	2196	2126.56	96.83%	2124.35	96.73%	2120.14	96.53%
1-3	5725	5543.37	96.83%	5537.62	96.73%	5526.64	96.53%
4-6	5774	5590.43	96.83%	5584.63	96.73%	5573.56	96.53%
7-8	3426	3316.81	96.83%	3313.37	96.73%	3306.80	96.53%
Home & Hosp	0	0.00	96.83%	0.00	96.73%	0.00	96.53%
Spec Ed(+ex Day)	32	31.37	96.83%	31.34	96.73%	31.28	96.53%
Non Pub	19	18.63	96.83%	18.61	96.73%	18.57	96.53%
County Suppl	0	0.00	96.83%	0.00	96.73%	0.00	96.53%
	17,172	16,627		16,610		16,577	
Chg from prev yr	213	96.83%		96.73%		96.53%	
% chg from prv yr	1.24%						

2017-18

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
Kinder	2213	2142.14	96.81%	2139.66	96.69%	2138.97	96.66%
1-3	5768	5583.97	96.81%	5577.52	96.69%	5575.73	96.66%
4-6	5817	5631.38	96.81%	5624.87	96.69%	5623.07	96.66%
7-8	3451	3341.10	96.81%	3337.24	96.69%	3336.17	96.66%
Home & Hosp	0	0.00	96.81%	0.00	96.69%	0.00	96.66%
Spec Ed(+ex Day)	33	31.60	96.81%	31.57	96.69%	31.56	96.66%
Non Pub	19	18.76	96.81%	18.74	96.69%	18.74	96.66%
County Suppl	0	0.00	96.81%	0.00	96.69%	0.00	96.66%
	17,301	16,749		16,730		16,724	
Chg from prev yr	129	96.81%		96.69%		96.66%	
% chg from prv yr	0.75%						

Enrollment/ADA History and Projections

2018-19

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
Kinder	2225	2151.42	96.70%	2149.67	96.63%	2148.24	96.56%
1-3	5799	5608.18	96.70%	5603.62	96.63%	5599.89	96.56%
4-6	5849	5655.79	96.70%	5651.19	96.63%	5647.43	96.56%
7-8	3470	3355.58	96.70%	3352.85	96.63%	3350.62	96.56%
Home & Hosp	0	0.00	96.70%	0.00	96.63%	0.00	96.56%
Spec Ed(+ex Day)	33	31.74	96.70%	31.71	96.63%	31.69	96.56%
Non Pub	19	18.85	96.70%	18.83	96.63%	18.82	96.56%
County Suppl	0	0.00	96.70%	0.00	96.63%	0.00	96.56%
	17,395	16,822		16,808		16,797	
Chg from prev yr	93	96.70%		96.63%		96.56%	
% chg from prv yr	0.54%						

2019-20

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
Kinder	2235	2164.99	96.85%	2159.98	96.63%	2158.45	96.56%
1-3	5827	5643.55	96.85%	5630.47	96.63%	5626.49	96.56%
4-6	5876	5691.46	96.85%	5678.27	96.63%	5674.26	96.56%
7-8	3487	3376.75	96.85%	3368.92	96.63%	3366.54	96.56%
Home & Hosp	0	0.00	96.85%	0.00	96.63%	0.00	96.56%
Spec Ed(+ex Day)	33	31.94	96.85%	31.87	96.63%	31.84	96.56%
Non Pub	20	18.96	96.85%	18.92	96.63%	18.91	96.56%
County Suppl	0	0.00	96.85%	0.00	96.63%	0.00	96.56%
	17,478	16,928		16,888		16,876	
Chg from prev yr	83	96.85%		96.63%		96.56%	
% chg from prv yr	0.47%						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA 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	16,363.19	16,359.89	16,359.89	(3.30)	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	16,363.19	16,363.19	16,359.89	16,359.89	(3.30)	0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	60.66	60.66	60.64	60.64	(0.02)	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	5.06	5.06	5.06	5.06	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	65.72	65.72	65.70	65.70	(0.02)	0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	16,428.91	16,428.91	16,425.59	16,425.59	(3.32)	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
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.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0%
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 01 or Fund 62.						
5. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0%

Oxnard (72538)						v17.2b
LOCAL CONTROL FUNDING FORMULA						2015-16
CALCULATE LCFF TARGET						
Unduplicated as % of Enrollment	3 yr average			88.99%	COLA 1.020%	2015-16
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	7,796.80	7,083	737	1,392	1,329	82,184,608
Grades 4-6	5,364.25	7,189		1,279	1,222	51,981,024
Grades 7-8	3,303.86	7,403		1,318	1,258	32,968,313
Grades 9-12	-	8,578	223	1,566	1,496	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
TOTAL BASE	16,464.91	118,246,803	5,746,242	22,068,281	21,072,618	167,133,944
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET						168,843,414
ECONOMIC RECOVERY TARGET PAYMENT						3/8 -
CALCULATE LCFF FLOOR						
Current year Funded ADA times Base per ADA				12-13 Rate	15-16 ADA	82,906,091
Current year Funded ADA times Other RL per ADA				5,035.32	16,464.91	764,795
Necessary Small School Allowance at 12-13 rates				46.45	16,464.91	-
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				\$ 1,548.47	16,464.91	25,495,419
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR						126,388,379
CALCULATE LCFF PHASE-IN ENTITLEMENT						
LOCAL CONTROL FUNDING FORMULA TARGET						2015/16
LOCAL CONTROL FUNDING FORMULA FLOOR						168,843,414
Applied Funding Formula: Floor or Target						FLOOR
LCFF Need (LCFF Target less LCFF Floor, if positive)						42,455,035
Current Year Gap Funding						52.56%
ECONOMIC RECOVERY PAYMENT						22,313,354
LCFF Entitlement before Minimum State Aid provision						148,701,733
CALCULATE STATE AID						
Transition Entitlement						148,701,733
Local Revenue (including RDA)						(24,620,338)
Gross State Aid						124,081,395
CALCULATE MINIMUM STATE AID						
2012-13 RL/Charter Gen BG adjusted for ADA						N/A
2012-13 NSS Allowance (deficit)						83,670,886
Less Current Year Property Taxes/In Lieu						-
Subtotal State Aid for Historical RL/Charter General BG						(24,620,338)
Categorical funding from 2012-13						59,050,548
Charter Categorical Block Grant adjusted for ADA						17,222,074
Minimum State Aid Guarantee						-
Minimum State Aid Guarantee						76,272,622
CHARTER SCHOOL MINIMUM STATE AID OFFSET (effective 2014-15)						
Local Control Funding Formula Floor plus Funded Gap						-
Minimum State Aid plus Property Taxes including RDA						-
Offset						-
Minimum State Aid Prior to Offset						-
Total Minimum State Aid with Offset						-
TOTAL STATE AID						124,081,395
Additional State Aid (Additional SA)						-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)						148,701,733
CHANGE OVER PRIOR YEAR						17.66%
LCFF Entitlement PER ADA						22,317,349
PER ADA CHANGE OVER PRIOR YEAR						9,031
LCFF SOURCES INCLUDING EXCESS TAXES						
State Aid						Increase 2015-16
Property Taxes net of in-lieu						16.05% 17,163,360 124,081,395
Charter in-Lieu Taxes						26.48% 5,153,989 24,620,338
LCFF pre COE, Choice, Supp						0.00% - -
LCFF pre COE, Choice, Supp						17.66% 22,317,349 148,701,733

Oxnard (72538)		v17.2b	
LOCAL CONTROL FUNDING FORMULA		2016-17	
CALCULATE LCFF TARGET			
Unduplicated as % of Enrollment	3 yr average	88.73%	COLA 0.000% 2016-17
	ADA	Base	Gr Span
Grades TK-3	7,550.42	7,083	737
Grades 4-6	5,558.67	7,189	
Grades 7-8	3,316.50	7,403	
Grades 9-12	-	8,578	223
Supp			1,388
Concen			1,319
TARGET			79,480,102
Subtract NSS	-	-	-
NSS Allowance	-	-	-
TOTAL BASE	16,425.59	117,992,954	5,564,660
Targeted Instructional Improvement Block Grant			21,926,535
Home-to-School Transportation			20,837,992
Small School District Bus Replacement Program			
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET			166,322,141
			500,077
			1,209,393
			-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET			168,031,611
ECONOMIC RECOVERY TARGET PAYMENT		1/2 -	
CALCULATE LCFF FLOOR			
Current year Funded ADA times Base per ADA		12-13 Rate	16-17 ADA
Current year Funded ADA times Other RL per ADA		5,035.32	16,425.59
Necessary Small School Allowance at 12-13 rates		46.45	16,425.59
			82,708,102
2012-13 Categoricals			762,969
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		\$ 2,903.68	16,425.59
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR			47,694,657
			148,387,802
CALCULATE LCFF PHASE-IN ENTITLEMENT			
LOCAL CONTROL FUNDING FORMULA TARGET			2016-17
LOCAL CONTROL FUNDING FORMULA FLOOR			168,031,611
Applied Funding Formula: Floor or Target			148,387,802
LCFF Need (LCFF Target less LCFF Floor, if positive)			FLOOR
Current Year Gap Funding			19,643,809
ECONOMIC RECOVERY PAYMENT			54.18% 10,643,016
LCFF Entitlement before Minimum State Aid provision			159,030,818
CALCULATE STATE AID			
Transition Entitlement			159,030,818
Local Revenue (including RDA)			(24,620,338)
Gross State Aid			134,410,480
CALCULATE MINIMUM STATE AID			
2012-13 RL/Charter Gen BG adjusted for ADA		12-13 Rate	16-17 ADA
2012-13 NSS Allowance (deficited)		5,081.77	16,425.59
Less Current Year Property Taxes/In Lieu			N/A
Subtotal State Aid for Historical RL/Charter General BG			83,471,070
Categorical funding from 2012-13			-
Charter Categorical Block Grant adjusted for ADA			(24,620,338)
Minimum State Aid Guarantee			58,850,732
CHARTER SCHOOL MINIMUM STATE AID OFFSET (effective 2014-15)			17,222,074
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			-
TOTAL STATE AID			76,072,806
Additional State Aid (Additional SA)			-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Su			159,030,818
CHANGE OVER PRIOR YEAR		6.95%	10,329,084
LCFF Entitlement PER ADA			9,682
PER ADA CHANGE OVER PRIOR YEAR		7.21%	651
LCFF SOURCES INCLUDING EXCESS TAXES			
State Aid		Increase	2016-17
Property Taxes net of in-lieu		8.32%	10,329,085
Charter in-Lieu Taxes		0.00%	-
LCFF pre COE, Choice, Supp		0.00%	-
		6.95%	10,329,085
			159,030,818

Oxnard (72538)						v17.2b
LOCAL CONTROL FUNDING FORMULA					2017-18	
CALCULATE LCFF TARGET						
Unduplicated as % of Enrollment	3 yr average			89.21%	COLA 1.110% 89.21%	2017-18
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	7,550.42	7,162	745	1,411	1,352	80,564,939
Grades 4-6	5,558.67	7,269		1,297	1,243	54,526,647
Grades 7-8	3,316.50	7,485		1,335	1,280	33,499,247
Grades 9-12	-	8,673	225	1,588	1,522	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
TOTAL BASE	16,425.59	119,306,083	5,625,063	22,290,216	21,369,473	168,590,835
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET						170,300,305
ECONOMIC RECOVERY TARGET PAYMENT					5/8	-
CALCULATE LCFF FLOOR						
				12-13 Rate	17-18 ADA	
Current year Funded ADA times Base per ADA				5,035.32	16,425.59	82,708,102
Current year Funded ADA times Other RL per ADA				46.45	16,425.59	762,969
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				\$ 3,551.63	16,425.59	58,337,618
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR						159,030,763
CALCULATE LCFF PHASE-IN ENTITLEMENT					2017-18	
LOCAL CONTROL FUNDING FORMULA TARGET						170,300,305
LOCAL CONTROL FUNDING FORMULA FLOOR						159,030,763
Applied Funding Formula: Floor or Target						FLOOR
LCFF Need (LCFF Target less LCFF Floor, if positive)						11,269,542
Current Year Gap Funding						72.99% 8,225,639
ECONOMIC RECOVERY PAYMENT						-
LCFF Entitlement before Minimum State Aid provision						167,256,402
CALCULATE STATE AID						
Transition Entitlement						167,256,402
Local Revenue (including RDA)						(24,620,338)
Gross State Aid						142,636,064
CALCULATE MINIMUM STATE AID						
			12-13 Rate	17-18 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			5,081.77	16,425.59		83,471,070
2012-13 NSS Allowance (deficit)						-
Less Current Year Property Taxes/In Lieu						(24,620,338)
Subtotal State Aid for Historical RL/Charter General BG						58,850,732
Categorical funding from 2012-13						17,222,074
Charter Categorical Block Grant adjusted for ADA						-
Minimum State Aid Guarantee						76,072,806
CHARTER SCHOOL MINIMUM STATE AID OFFSET (effective 2014-15)						
Local Control Funding Formula Floor plus Funded Gap						-
Minimum State Aid plus Property Taxes including RDA						-
Offset						-
Minimum State Aid Prior to Offset						-
Total Minimum State Aid with Offset						-
TOTAL STATE AID						142,636,064
Additional State Aid (Additional SA)						-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Su						167,256,402
CHANGE OVER PRIOR YEAR			5.17%	8,225,584		
LCFF Entitlement PER ADA						10,183
PER ADA CHANGE OVER PRIOR YEAR			5.17%	501		
LCFF SOURCES INCLUDING EXCESS TAXES						
				Increase		2017-18
State Aid			6.12%	8,225,584		142,636,064
Property Taxes net of in-lieu			0.00%	-		24,620,338
Charter in-Lieu Taxes			0.00%	-		-
LCFF pre COE, Choice, Supp			5.17%	8,225,584		167,256,402

Oxnard (72538)						v17.2b
LOCAL CONTROL FUNDING FORMULA						2018-19
CALCULATE LCFF TARGET						
Unduplicated as % of Enrollment	3 yr average			89.45%	COLA 2.420%	2018-19
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	7,550.42	7,335	763	1,449	1,395	82,613,771
Grades 4-6	5,558.67	7,445		1,332	1,282	55,916,394
Grades 7-8	3,316.50	7,666		1,371	1,320	34,352,028
Grades 9-12	-	8,883	231	1,630	1,570	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
TOTAL BASE	16,425.59	122,190,918	5,760,970	22,890,593	22,039,713	172,882,194
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET						174,591,664
ECONOMIC RECOVERY TARGET PAYMENT						3/4 -
CALCULATE LCFF FLOOR						
				12-13 Rate	18-19 ADA	
Current year Funded ADA times Base per ADA				5,035.32	16,425.59	82,708,102
Current year Funded ADA times Other RL per ADA				46.45	16,425.59	762,969
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				\$ 4,052.41	16,425.59	66,563,225
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR						167,256,370
CALCULATE LCFF PHASE-IN ENTITLEMENT						
						2018-19
LOCAL CONTROL FUNDING FORMULA TARGET						174,591,664
LOCAL CONTROL FUNDING FORMULA FLOOR						167,256,370
Applied Funding Formula: Floor or Target						FLOOR
LCFF Need (LCFF Target less LCFF Floor, if positive)						7,335,294
Current Year Gap Funding						40.36% 2,960,525
ECONOMIC RECOVERY PAYMENT						-
LCFF Entitlement before Minimum State Aid provision						170,216,895
CALCULATE STATE AID						
Transition Entitlement						170,216,895
Local Revenue (including RDA)						(24,620,338)
Gross State Aid						145,596,557
CALCULATE MINIMUM STATE AID						
			12-13 Rate	18-19 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			5,081.77	16,425.59		83,471,070
2012-13 NSS Allowance (deficited)						-
Less Current Year Property Taxes/In Lieu						(24,620,338)
Subtotal State Aid for Historical RL/Charter General BG						58,850,732
Categorical funding from 2012-13						17,222,074
Charter Categorical Block Grant adjusted for ADA						-
Minimum State Aid Guarantee						76,072,806
CHARTER SCHOOL MINIMUM STATE AID OFFSET (effective 2014-15)						
Local Control Funding Formula Floor plus Funded Gap						-
Minimum State Aid plus Property Taxes including RDA						-
Offset						-
Minimum State Aid Prior to Offset						-
Total Minimum State Aid with Offset						-
TOTAL STATE AID						145,596,557
Additional State Aid (Additional SA)						-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Su						170,216,895
CHANGE OVER PRIOR YEAR						
LCFF Entitlement PER ADA				1.77%	2,960,493	10,363
PER ADA CHANGE OVER PRIOR YEAR				1.77%	180	
LCFF SOURCES INCLUDING EXCESS TAXES						
				Increase		2018-19
State Aid				2.08%	2,960,493	145,596,557
Property Taxes net of in-lieu				0.00%	-	24,620,338
Charter in-Lieu Taxes				0.00%	-	-
LCFF pre COE, Choice, Supp				1.77%	2,960,493	170,216,895

2016-17 Estimated Cash Flow Report as of October 31, 2016

	Actual July	Actual August	Actual Sept	Actual October	Estimated November	Estimated December	Estimated January	Estimated February	Estimated March	Estimated April	Estimated May	Estimated June	Total	1st Interim Budget	Estimated Accrual
Beg Cash Balance	\$35,229,742	\$34,392,785	\$23,370,843	\$30,074,820	\$27,666,085	\$25,710,982	\$44,376,708	\$46,818,138	\$46,850,374	\$51,080,432	\$57,444,502	\$55,874,875			
Revenue:															
State Apportionment*	\$ 5,804,548	\$ 5,804,548	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$ 10,448,186	\$136,831,304	\$ 134,410,480	\$ (2,420,824)
EPA	-	-	\$ 5,152,178	-	-	\$ 5,152,178	-	-	\$ 5,217,996	-	-	\$ 5,217,996	\$ 20,740,348	\$ 20,867,768	\$ -
Property Tax	\$ 29,330	\$ 187,827	-	\$ 121,054	\$ 277	\$ 12,804,135	\$ 1,436,056	-	\$ 112,684	\$ 7,131,042	\$ 110,477	\$ 1,531,936	\$ 23,564,819	\$ 24,620,338	\$ 1,055,519
Apportionment Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal	\$ 14,980	\$ 16,282	\$ 1,432,794	\$ 208,389	\$ 366,352	\$ 1,034,137	\$ 849,393	\$ 2,222,040	\$ 1,039,215	\$ 220,417	\$ 857,177	\$ 1,239,654	\$ 9,500,839	\$ 16,645,104	\$ 7,144,265
Other State	\$ 17,263	\$ 84,433	\$ 2,547,987	\$ 287,549	\$ 489,126	\$ 1,581,907	\$ 3,439,698	\$ 127,981	\$ 1,746,519	\$ 1,218,950	\$ 31,074	\$ 2,285,029	\$ 13,835,516	\$ 14,629,109	\$ 793,593
Local	\$ 855,592	\$ 531,645	\$ 827,908	\$ 667,376	\$ 841,666	\$ 784,062	\$ 892,524	\$ 777,310	\$ 803,726	\$ 910,401	\$ 830,280	\$ 822,628	\$ 9,545,149	\$ 9,933,876	\$ 388,727
Intrfund Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	\$ 6,721,723	\$ 6,604,735	\$ 20,409,053	\$ 11,732,554	\$ 12,145,636	\$ 31,904,605	\$ 17,065,858	\$ 13,575,517	\$ 19,368,326	\$ 19,928,996	\$ 12,277,194	\$ 21,543,430	\$165,277,627	\$ 200,238,907	\$ 6,961,280

Expenditures:															
Certificated Salaries	\$ 154,650	\$ 7,285,261	\$ 7,401,206	\$ 7,373,371	\$ 7,330,728	\$ 7,161,168	\$ 7,243,496	\$ 7,280,729	\$ 7,416,663	\$ 7,394,691	\$ 7,350,496	\$ 6,713,553	\$ 80,116,012	\$ 80,116,012	\$ -
Classified Salaries	\$ 1,040,468	\$ 2,206,931	\$ 2,336,029	\$ 2,463,356	\$ 2,381,578	\$ 2,239,623	\$ 2,201,039	\$ 2,228,987	\$ 2,329,783	\$ 2,331,483	\$ 2,246,336	\$ 5,365,926	\$ 29,371,540	\$ 29,371,540	\$ -
Benefits	\$ 477,608	\$ 3,262,360	\$ 3,341,647	\$ 3,376,194	\$ 3,150,875	\$ 3,130,679	\$ 3,161,304	\$ 3,136,733	\$ 3,188,686	\$ 3,189,568	\$ 3,154,588	\$ 6,506,800	\$ 39,077,043	\$ 39,077,043	\$ -
Books & Supplies	\$ 78,723	\$ 285,741	\$ 579,992	\$ 454,239	\$ 791,983	\$ 511,489	\$ 883,168	\$ 478,484	\$ 504,301	\$ 371,070	\$ 468,942	\$ 5,199,376	\$ 10,607,488	\$ 28,885,421	\$ 18,277,933
Services & Operating	\$ 1,035,538	\$ 2,044,686	\$ 998,343	\$ 1,783,563	\$ 1,679,648	\$ 1,180,772	\$ 1,093,064	\$ 1,852,751	\$ 1,580,543	\$ 948,195	\$ 1,337,730	\$ 10,574,958	\$ 26,119,792	\$ 26,119,792	\$ -
Capital Outlay	\$ 579	\$ 148,038	\$ 51,573	\$ 74,072	\$ 39,936	\$ 29,596	\$ 42,525	\$ 110,000	\$ 107,764	\$ 31,618	\$ 46,278	-	\$ 681,999	\$ 4,770,960	\$ 4,088,991
Other Outgo	\$ 275,955	\$ 29,153	\$ 217,649	\$ 732,806	\$ 55,751	\$ 49,427	\$ 275,667	\$ 57,222	\$ 817,374	\$ 64,096	\$ 64,051	\$ 233,786	\$ 2,866,937	\$ 2,866,937	\$ -
Total Expenses	\$ 3,063,521	\$ 15,272,170	\$ 14,926,437	\$ 16,257,602	\$ 15,430,500	\$ 14,306,755	\$ 14,900,263	\$ 15,144,866	\$ 15,945,134	\$ 14,330,721	\$ 14,668,421	\$ 34,594,400	\$188,940,811	\$ 211,207,735	\$ 22,266,924

Net Monthly \$ 3,658,202 \$ (8,667,435) \$ 5,482,616 \$ (4,525,048) \$ (3,284,864) \$ 17,597,850 \$ 2,165,595 \$ (1,569,369) \$ 3,423,192 \$ 5,588,275 \$ (2,391,227) \$ (13,050,970)

Prior Year Transactions:

PY Audit Adjustment	\$ 1,592,313	\$ 2,458,304	\$ 1,408,480	\$ 1,488,674	\$ 470,433	\$ 169,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,502,638	\$ 4,882,028	\$ -
Accounts Receivable	\$ 6,087,471	\$ 4,812,811	\$ 187,128	\$ (627,639)	\$ (859,328)	\$ (897,993)	\$ (275,835)	\$ (1,601,605)	\$ (806,866)	\$ (785,795)	\$ (821,600)	\$ -	\$ 4,430,750	\$ 14,216,556	\$ -
Accounts Payable	\$ (4,495,159)	\$ (2,354,507)	\$ 1,221,361	\$ 2,116,313	\$ 1,328,761	\$ 1,067,877	\$ 275,835	\$ 1,601,605	\$ 806,866	\$ 765,795	\$ 821,600	\$ -	\$ 3,071,888	\$ -	\$ -
Net Prior Year	\$ (636,957)	\$ (11,021,942)	\$ 6,703,977	\$ (2,408,735)	\$ (1,955,103)	\$ 18,665,727	\$ 2,441,430	\$ 32,236	\$ 4,230,059	\$ 6,364,070	\$ (1,569,627)	\$ (13,050,970)	\$ -	\$ -	\$ -

Net Monthly

Increase/(Decrease)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Cash	\$34,392,785	\$23,370,843	\$30,074,820	\$27,666,085	\$25,710,982	\$44,376,708	\$46,818,138	\$46,850,374	\$51,080,432	\$57,444,502	\$55,874,875	\$42,823,906	\$ -	\$ -	\$ (10,968,828)

2016-17 Unrestricted Balance Summary Comparison
Explanation of Changes from Original Budget

Object	Original Budget	1st Interim	Difference	Explanation
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Revenue:

8010-8099	\$ 158,919,271	\$ 159,030,818	\$ 111,547	Adjustment to LCFF calculation
8100-8299	\$ -	\$ -	\$ -	
8300-8599	\$ 6,809,155	\$ 6,855,645	\$ 46,490	Adjustment to Lottery Estimated Revenue
8600-8799	\$ 1,473,400	\$ 2,084,733	\$ 611,333	\$361K Misc Revenue and W/C Dividend/\$187K Safety Credit/Carryover funds

Expenditures:

1000-1999	\$ 67,171,946	\$ 71,007,686	\$ 3,835,740	\$2M 1x Salary Adj/Site Budgets for ExHlp&OT/Movement from Restricted to Unrestricted (0790)
2000-2999	\$ 19,127,971	\$ 20,180,823	\$ 1,052,852	\$532K 1x Salary Adj/Site Budget allocations/Vacation Payoff
3000-3999	\$ 30,910,286	\$ 31,741,642	\$ 831,356	Adj for increased salaries
4000-4999	\$ 11,895,063	\$ 16,084,998	\$ 4,189,935	Carryover 15/16 1x Designated Projects
5000-5999	\$ 11,724,151	\$ 14,598,779	\$ 2,874,628	\$1.5 Carryover 15/16 1x Designated Projects/Def Maint Projects/Site & Dept Allocations
6000-6999	\$ 3,225,000	\$ 4,158,340	\$ 933,340	Increase SanMiguel Clsrm Project \$800K/15/16 Designated 1x Projects
7100-7499	\$ 2,866,937	\$ 2,866,937	\$ -	
7300-7399	\$ (1,303,017)	\$ (1,442,806)	\$ (139,789)	Increase in Indirect due to increase in categorical revenues
8900-8999	\$ (20,209,584)	\$ (20,523,886)	\$ (314,302)	Increase in Special Ed General Fund Contribution

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	158,919,271.00	158,919,271.00	37,995,856.32	159,030,818.00	111,547.00	0.1%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	6,809,155.00	6,809,155.00	126,169.03	6,855,645.00	46,490.00	0.7%
4) Other Local Revenue		8600-8799	1,473,400.00	1,473,400.00	608,230.59	2,084,733.00	611,333.00	41.5%
5) TOTAL, REVENUES			167,201,826.00	167,201,826.00	38,730,255.94	167,971,196.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	67,171,946.00	67,171,946.00	18,396,806.98	71,007,686.00	(3,835,740.00)	-5.7%
2) Classified Salaries		2000-2999	19,127,971.00	19,127,971.00	5,666,451.94	20,180,823.00	(1,052,852.00)	-5.5%
3) Employee Benefits		3000-3999	30,910,286.00	30,910,286.00	8,510,968.53	31,741,642.00	(831,356.00)	-2.7%
4) Books and Supplies		4000-4999	11,895,063.00	11,895,063.00	905,610.55	16,084,998.00	(4,189,935.00)	-35.2%
5) Services and Other Operating Expenditures		5000-5999	11,724,151.00	11,724,151.00	5,209,207.72	14,598,779.00	(2,874,628.00)	-24.5%
6) Capital Outlay		6000-6999	3,225,000.00	3,225,000.00	105,342.16	4,158,340.00	(933,340.00)	-28.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,866,937.00	2,866,937.00	1,089,491.82	2,866,937.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,303,017.00)	(1,303,017.00)	0.00	(1,442,806.00)	139,789.00	-10.7%
9) TOTAL, EXPENDITURES			145,618,337.00	145,618,337.00	39,883,879.70	159,196,399.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			21,583,489.00	21,583,489.00	(1,153,623.76)	8,774,797.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,407,124.00	1,407,124.00	0.00	1,283,340.00	123,784.00	8.8%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(18,802,460.00)	(18,802,460.00)	0.00	(19,240,546.00)	(438,086.00)	2.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			(20,209,584.00)	(20,209,584.00)	0.00	(20,523,886.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,373,905.00	1,373,905.00	(1,153,623.76)	(11,749,089.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,737,000.00	11,737,000.00		35,593,598.00	23,856,598.00	203.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,737,000.00	11,737,000.00		35,593,598.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,737,000.00	11,737,000.00		35,593,598.00		
2) Ending Balance, June 30 (E + F1e)			13,110,905.00	13,110,905.00		23,844,509.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	45,000.00	45,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
Text Book Math Adoption	0000	9780	2,000,000.00					
2015/16 1x Expenditures	0000	9780	4,370,000.00					
Text Book Math Adoption	0000	9780		2,000,000.00				
2015/16 1x Expenditures	0000	9780		4,370,000.00				
Text Books - Math Adoption	0000	9780				2,000,000.00		
Bus Replacment	0000	9780				50,000.00		
Transportation Vans	0000	9780				500,000.00		
Salary Increases	0000	9780				2,422,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,823,504.00	5,823,504.00		6,407,404.00		
Unassigned/Unappropriated Amount		9790	852,401.00	852,401.00		12,295,105.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment State Aid - Current Year		8011	115,464,882.00	115,464,882.00	32,505,468.00	113,542,712.00	(1,922,170.00)	-1.7%
Education Protection Account State Aid - Current Year		8012	20,871,986.00	20,871,986.00	5,152,178.00	20,867,768.00	(4,218.00)	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	163,441.00	163,441.00	0.00	177,627.00	14,186.00	8.7%
Timber Yield Tax		8022	19.00	19.00	0.00	53.00	34.00	178.9%
Other Subventions/In-Lieu Taxes		8029	6,814.00	6,814.00	7,288.37	6,814.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	19,657,541.00	19,657,541.00	0.00	21,036,890.00	1,379,349.00	7.0%
Unsecured Roll Taxes		8042	496,430.00	496,430.00	0.00	496,430.00	0.00	0.0%
Prior Years' Taxes		8043	48,441.00	48,441.00	29,329.81	48,740.00	299.00	0.6%
Supplemental Taxes		8044	715,908.00	715,908.00	300,660.77	1,149,811.00	433,903.00	60.6%
Education Revenue Augmentation Fund (ERAF)		8045	1,058,664.00	1,058,664.00	931.37	221,428.00	(837,236.00)	-79.1%
Community Redevelopment Funds (SB 617/699/1992)		8047	435,145.00	435,145.00	0.00	1,482,545.00	1,047,400.00	240.7%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			158,919,271.00	158,919,271.00	37,995,856.32	159,030,818.00	111,547.00	0.1%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			158,919,271.00	158,919,271.00	37,995,856.32	159,030,818.00	111,547.00	0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290						
NCLB: Title I, Part D, Local Delinquent Program	3025	8290						
NCLB: Title II, Part A, Teacher Quality	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290						
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290						
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	4,335,135.00	4,335,135.00	0.00	4,335,135.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,392,085.00	2,392,085.00	46,100.09	2,438,575.00	46,490.00	1.9%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
Common Core State Standards Implementation	7405	8590						
All Other State Revenue	All Other	8590	81,935.00	81,935.00	80,068.94	81,935.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			6,809,155.00	6,809,155.00	126,169.03	6,855,645.00	46,490.00	0.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	250.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	80,000.00	80,000.00	44,358.12	80,000.00	0.00	0.0%
Interest		8660	90,000.00	90,000.00	(1,454.78)	90,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,303,400.00	1,303,400.00	565,077.25	1,914,733.00	611,333.00	46.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,473,400.00	1,473,400.00	608,230.59	2,084,733.00	611,333.00	41.5%
TOTAL, REVENUES			167,201,826.00	167,201,826.00	38,730,255.94	167,971,196.00	769,370.00	0.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	56,297,060.00	56,297,060.00	15,425,884.42	60,011,463.00	(3,714,403.00)	-6.6%
Certificated Pupil Support Salaries		1200	4,545,608.00	4,545,608.00	1,217,111.55	4,543,371.00	2,237.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	6,306,478.00	6,306,478.00	1,749,353.51	6,430,052.00	(123,574.00)	-2.0%
Other Certificated Salaries		1900	22,800.00	22,800.00	4,457.50	22,800.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			67,171,946.00	67,171,946.00	18,396,806.98	71,007,686.00	(3,835,740.00)	-5.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,088,922.00	1,088,922.00	346,379.69	1,232,571.00	(143,649.00)	-13.2%
Classified Support Salaries		2200	5,010,752.00	5,010,752.00	1,611,578.36	5,466,131.00	(455,379.00)	-9.1%
Classified Supervisors' and Administrators' Salaries		2300	1,375,575.00	1,375,575.00	463,345.62	1,432,037.00	(56,462.00)	-4.1%
Clerical, Technical and Office Salaries		2400	8,125,397.00	8,125,397.00	2,554,749.69	8,406,926.00	(281,529.00)	-3.5%
Other Classified Salaries		2900	3,527,325.00	3,527,325.00	690,398.58	3,643,158.00	(115,833.00)	-3.3%
TOTAL, CLASSIFIED SALARIES			19,127,971.00	19,127,971.00	5,666,451.94	20,180,823.00	(1,052,852.00)	-5.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	8,142,149.00	8,142,149.00	2,211,229.42	8,603,419.00	(461,270.00)	-5.7%
PERS		3201-3202	2,613,972.00	2,613,972.00	798,869.41	2,951,122.00	(337,150.00)	-12.9%
OASDI/Medicare/Alternative		3301-3302	2,455,511.00	2,455,511.00	701,058.80	2,582,892.00	(127,381.00)	-5.2%
Health and Welfare Benefits		3401-3402	11,346,342.00	11,346,342.00	3,115,337.32	11,418,688.00	(72,346.00)	-0.6%
Unemployment Insurance		3501-3502	41,619.00	41,619.00	11,520.71	43,854.00	(2,235.00)	-5.4%
Workers' Compensation		3601-3602	2,405,494.00	2,405,494.00	607,072.24	2,307,165.00	98,329.00	4.1%
OPEB, Allocated		3701-3702	3,542,018.00	3,542,018.00	976,748.61	3,511,381.00	30,637.00	0.9%
OPEB, Active Employees		3751-3752	352,381.00	352,381.00	85,532.02	312,321.00	40,060.00	11.4%
Other Employee Benefits		3901-3902	10,800.00	10,800.00	3,600.00	10,800.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			30,910,286.00	30,910,286.00	8,510,968.53	31,741,642.00	(831,356.00)	-2.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,000,000.00	2,000,000.00	0.00	4,529,224.00	(2,529,224.00)	-126.5%
Books and Other Reference Materials		4200	6,000.00	6,000.00	5,904.93	1,435,052.00	(1,429,052.00)	-23817.5%
Materials and Supplies		4300	9,197,763.00	9,197,763.00	750,814.98	9,143,978.00	53,785.00	0.6%
Noncapitalized Equipment		4400	691,300.00	691,300.00	148,890.64	976,744.00	(285,444.00)	-41.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,895,063.00	11,895,063.00	905,610.55	16,084,998.00	(4,189,935.00)	-35.2%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	2,417,215.00	2,417,215.00	13,655.91	2,417,215.00	0.00	0.0%
Travel and Conferences		5200	452,757.00	452,757.00	282,326.09	614,282.00	(161,525.00)	-35.7%
Dues and Memberships		5300	144,016.00	144,016.00	96,486.59	145,490.00	(1,474.00)	-1.0%
Insurance		5400-5450	676,164.00	676,164.00	708,722.20	676,164.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,655,000.00	2,655,000.00	816,643.91	2,695,000.00	(40,000.00)	-1.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	713,682.00	713,682.00	1,360,326.53	2,559,118.00	(1,845,436.00)	-258.6%
Transfers of Direct Costs		5710	(63,060.00)	(63,060.00)	(14,048.95)	(116,397.00)	53,337.00	-84.6%
Transfers of Direct Costs - Interfund		5750	(9,000.00)	(9,000.00)	(10,120.78)	(10,801.00)	1,801.00	-20.0%
Professional/Consulting Services and Operating Expenditures		5800	4,027,202.00	4,027,202.00	1,735,527.02	4,906,259.00	(879,057.00)	-21.8%
Communications		5900	710,175.00	710,175.00	219,689.20	712,449.00	(2,274.00)	-0.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			11,724,151.00	11,724,151.00	5,209,207.72	14,598,779.00	(2,874,628.00)	-24.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,000,000.00	3,000,000.00	91,753.45	3,920,976.00	(920,976.00)	-30.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	225,000.00	225,000.00	13,588.71	237,364.00	(12,364.00)	-5.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,225,000.00	3,225,000.00	105,342.16	4,158,340.00	(933,340.00)	-28.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	284,000.00	284,000.00	0.00	284,000.00	0.00	0.0%
Payments to County Offices		7142	2,060,000.00	2,060,000.00	842,690.27	2,060,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	254,793.00	254,793.00	113,721.01	254,793.00	0.00	0.0%
Other Debt Service - Principal		7439	268,144.00	268,144.00	133,080.54	268,144.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,866,937.00	2,866,937.00	1,089,491.82	2,866,937.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(872,004.00)	(872,004.00)	0.00	(999,198.00)	127,194.00	-14.6%
Transfers of Indirect Costs - Interfund		7350	(431,013.00)	(431,013.00)	0.00	(443,608.00)	12,595.00	-2.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,303,017.00)	(1,303,017.00)	0.00	(1,442,806.00)	139,789.00	-10.7%
TOTAL, EXPENDITURES			145,618,337.00	145,618,337.00	39,883,879.70	159,196,399.00	(13,578,062.00)	-9.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	1,407,124.00	1,407,124.00	0.00	1,283,340.00	123,784.00	8.8%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,407,124.00	1,407,124.00	0.00	1,283,340.00	123,784.00	8.8%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(18,802,460.00)	(18,802,460.00)	0.00	(19,240,546.00)	(438,086.00)	2.3%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(18,802,460.00)	(18,802,460.00)	0.00	(19,240,546.00)	(438,086.00)	2.3%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(20,209,584.00)	(20,209,584.00)	0.00	(20,523,886.00)	(314,302.00)	1.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	14,349,531.00	14,349,531.00	1,672,454.55	16,645,104.00	2,295,573.00	16.0%
3) Other State Revenue		8300-8599	5,276,957.00	5,276,957.00	2,791,062.39	7,773,464.00	2,496,507.00	47.3%
4) Other Local Revenue		8600-8799	7,650,104.00	7,650,104.00	2,274,290.91	7,849,143.00	199,039.00	2.6%
5) TOTAL, REVENUES			27,276,592.00	27,276,592.00	6,737,807.85	32,267,711.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	13,239,029.00	13,239,029.00	3,827,680.30	14,123,426.00	(884,397.00)	-6.7%
2) Classified Salaries		2000-2999	8,977,350.00	8,977,350.00	2,380,332.80	9,192,217.00	(214,867.00)	-2.4%
3) Employee Benefits		3000-3999	7,172,776.00	7,172,776.00	1,946,839.91	7,335,401.00	(162,625.00)	-2.3%
4) Books and Supplies		4000-4999	7,252,550.00	7,252,550.00	493,085.67	9,150,423.00	(1,897,873.00)	-26.2%
5) Services and Other Operating Expenditures		5000-5999	9,219,642.00	9,219,642.00	652,921.98	11,521,013.00	(2,301,371.00)	-25.0%
6) Capital Outlay		6000-6999	358,000.00	358,000.00	168,919.52	612,650.00	(254,650.00)	-71.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	872,004.00	872,004.00	0.00	999,198.00	(127,194.00)	-14.6%
9) TOTAL, EXPENDITURES			47,091,351.00	47,091,351.00	9,469,780.18	52,934,328.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(19,814,759.00)	(19,814,759.00)	(2,731,972.33)	(20,666,617.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	166,070.23	166,070.00	(166,070.00)	New
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	18,802,460.00	18,802,460.00	0.00	19,240,546.00	438,086.00	2.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			18,802,460.00	18,802,460.00	(166,070.23)	19,074,476.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,012,299.00)	(1,012,299.00)	(2,898,042.56)	(1,592,141.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,132,129.00	1,132,129.00		3,465,840.00	2,333,711.00	206.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,132,129.00	1,132,129.00		3,465,840.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,132,129.00	1,132,129.00		3,465,840.00		
2) Ending Balance, June 30 (E + F1e)			119,830.00	119,830.00		1,873,699.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			119,830.00	119,830.00		1,873,699.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,787,421.00	2,787,421.00	0.00	2,787,421.00	0.00	0.0%
Special Education Discretionary Grants		8182	387,434.00	387,434.00	0.00	387,434.00	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	4,137,173.00	4,137,173.00	828,150.92	5,348,770.00	1,211,597.00	29.3%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	792,072.00	792,072.00	180,515.21	856,428.00	64,356.00	8.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	18,753.00	18,753.00	5,295.64	25,973.00	7,220.00	38.5%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	831,129.00	831,129.00	210,223.00	1,089,068.00	257,939.00	31.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	5,395,549.00	5,395,549.00	448,269.78	6,150,010.00	754,461.00	14.0%
TOTAL, FEDERAL REVENUE			14,349,531.00	14,349,531.00	1,672,454.55	16,645,104.00	2,295,573.00	16.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	295,730.00	295,730.00	96,674.00	295,730.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	700,539.00	700,539.00	55,154.58	755,809.00	55,270.00	7.9%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,652,275.00	2,652,275.00	1,723,978.75	2,652,275.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	47,926.00	47,926.00	0.00	47,926.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	2,015,266.00	2,015,266.00	New
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,580,487.00	1,580,487.00	915,255.06	2,006,458.00	425,971.00	27.0%
TOTAL, OTHER STATE REVENUE			5,276,957.00	5,276,957.00	2,791,062.39	7,773,464.00	2,496,507.00	47.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	231,201.00	231,201.00	4,619.16	233,493.00	2,292.00	1.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	144,100.00	144,100.00	328,135.75	340,847.00	196,747.00	136.5%
Tuition		8710	174,762.00	174,762.00	0.00	174,762.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	7,100,041.00	7,100,041.00	1,941,536.00	7,100,041.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,650,104.00	7,650,104.00	2,274,290.91	7,849,143.00	199,039.00	2.6%
TOTAL, REVENUES			27,276,592.00	27,276,592.00	6,737,807.85	32,267,711.00	4,991,119.00	18.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	8,730,053.00	8,730,053.00	2,501,743.33	9,610,661.00	(880,608.00)	-10.1%
Certificated Pupil Support Salaries		1200	2,983,415.00	2,983,415.00	858,288.54	3,054,551.00	(71,136.00)	-2.4%
Certificated Supervisors' and Administrators' Salaries		1300	949,673.00	949,673.00	315,768.42	966,702.00	(17,029.00)	-1.8%
Other Certificated Salaries		1900	575,888.00	575,888.00	151,880.01	491,512.00	84,376.00	14.7%
TOTAL, CERTIFICATED SALARIES			13,239,029.00	13,239,029.00	3,827,680.30	14,123,426.00	(884,397.00)	-6.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	4,715,333.00	4,715,333.00	1,123,162.23	4,927,535.00	(212,202.00)	-4.5%
Classified Support Salaries		2200	2,165,958.00	2,165,958.00	616,213.87	2,103,134.00	62,824.00	2.9%
Classified Supervisors' and Administrators' Salaries		2300	393,426.00	393,426.00	95,709.87	368,119.00	25,307.00	6.4%
Clerical, Technical and Office Salaries		2400	917,555.00	917,555.00	330,749.33	999,954.00	(82,399.00)	-9.0%
Other Classified Salaries		2900	785,078.00	785,078.00	214,497.50	793,475.00	(8,397.00)	-1.1%
TOTAL, CLASSIFIED SALARIES			8,977,350.00	8,977,350.00	2,380,332.80	9,192,217.00	(214,867.00)	-2.4%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,587,707.00	1,587,707.00	449,499.17	1,696,157.00	(108,450.00)	-6.8%
PERS		3201-3202	1,215,832.00	1,215,832.00	339,483.90	1,332,998.00	(117,166.00)	-9.6%
OASDI/Medicare/Alternative		3301-3302	862,968.00	862,968.00	237,346.25	899,303.00	(36,335.00)	-4.2%
Health and Welfare Benefits		3401-3402	2,030,701.00	2,030,701.00	534,128.20	1,979,865.00	50,836.00	2.5%
Unemployment Insurance		3501-3502	10,639.00	10,639.00	2,962.25	11,181.00	(542.00)	-5.1%
Workers' Compensation		3601-3602	618,008.00	618,008.00	157,249.97	590,839.00	27,169.00	4.4%
OPEB, Allocated		3701-3702	767,656.00	767,656.00	207,121.73	755,796.00	11,860.00	1.5%
OPEB, Active Employees		3751-3752	79,265.00	79,265.00	19,048.44	69,262.00	10,003.00	12.6%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			7,172,776.00	7,172,776.00	1,946,839.91	7,335,401.00	(162,625.00)	-2.3%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	700,539.00	700,539.00	0.00	1,295,786.00	(595,247.00)	-85.0%
Books and Other Reference Materials		4200	4,500.00	4,500.00	2,277.14	26,271.00	(21,771.00)	-483.8%
Materials and Supplies		4300	6,337,864.00	6,337,864.00	418,574.77	7,522,620.00	(1,184,756.00)	-18.7%
Noncapitalized Equipment		4400	209,647.00	209,647.00	72,233.76	305,746.00	(96,099.00)	-45.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			7,252,550.00	7,252,550.00	493,085.67	9,150,423.00	(1,897,873.00)	-26.2%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	3,777,599.00	3,777,599.00	(91,874.61)	3,873,536.00	(95,937.00)	-2.5%
Travel and Conferences		5200	949,875.00	949,875.00	236,913.70	888,243.00	61,632.00	6.5%
Dues and Memberships		5300	1,000.00	1,000.00	4,000.00	5,000.00	(4,000.00)	-400.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	172,750.00	172,750.00	55,520.88	219,689.00	(46,939.00)	-27.2%
Transfers of Direct Costs		5710	63,060.00	63,060.00	14,048.95	116,397.00	(53,337.00)	-84.6%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	4,411.71	3,815.00	(3,815.00)	New
Professional/Consulting Services and Operating Expenditures		5800	4,231,838.00	4,231,838.00	426,219.46	6,389,813.00	(2,157,975.00)	-51.0%
Communications		5900	23,520.00	23,520.00	3,681.89	24,520.00	(1,000.00)	-4.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			9,219,642.00	9,219,642.00	652,921.98	11,521,013.00	(2,301,371.00)	-25.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	75,050.00	234,450.00	(234,450.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	358,000.00	358,000.00	93,869.52	378,200.00	(20,200.00)	-5.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			358,000.00	358,000.00	168,919.52	612,650.00	(254,650.00)	-71.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	872,004.00	872,004.00	0.00	999,198.00	(127,194.00)	-14.6%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			872,004.00	872,004.00	0.00	999,198.00	(127,194.00)	-14.6%
TOTAL, EXPENDITURES			47,091,351.00	47,091,351.00	9,469,780.18	52,934,328.00	(5,842,977.00)	-12.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	166,070.23	166,070.00	(166,070.00)	New
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	166,070.23	166,070.00	(166,070.00)	New
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	18,802,460.00	18,802,460.00	0.00	19,240,546.00	438,086.00	2.3%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			18,802,460.00	18,802,460.00	0.00	19,240,546.00	438,086.00	2.3%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			18,802,460.00	18,802,460.00	(166,070.23)	19,074,476.00	(272,016.00)	1.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	158,919,271.00	158,919,271.00	37,995,856.32	159,030,818.00	111,547.00	0.1%
2) Federal Revenue		8100-8299	14,349,531.00	14,349,531.00	1,672,454.55	16,645,104.00	2,295,573.00	16.0%
3) Other State Revenue		8300-8599	12,086,112.00	12,086,112.00	2,917,231.42	14,629,109.00	2,542,997.00	21.0%
4) Other Local Revenue		8600-8799	9,123,504.00	9,123,504.00	2,882,521.50	9,933,876.00	810,372.00	8.9%
5) TOTAL, REVENUES			194,478,418.00	194,478,418.00	45,468,063.79	200,238,907.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	80,410,975.00	80,410,975.00	22,224,487.28	85,131,112.00	(4,720,137.00)	-5.9%
2) Classified Salaries		2000-2999	28,105,321.00	28,105,321.00	8,046,784.74	29,373,040.00	(1,267,719.00)	-4.5%
3) Employee Benefits		3000-3999	38,083,062.00	38,083,062.00	10,457,808.44	39,077,043.00	(993,981.00)	-2.6%
4) Books and Supplies		4000-4999	19,147,613.00	19,147,613.00	1,398,696.22	25,235,421.00	(6,087,808.00)	-31.8%
5) Services and Other Operating Expenditures		5000-5999	20,943,793.00	20,943,793.00	5,862,129.70	26,119,792.00	(5,175,999.00)	-24.7%
6) Capital Outlay		6000-6999	3,583,000.00	3,583,000.00	274,261.68	4,770,990.00	(1,187,990.00)	-33.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,866,937.00	2,866,937.00	1,089,491.82	2,866,937.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(431,013.00)	(431,013.00)	0.00	(443,608.00)	12,595.00	-2.9%
9) TOTAL, EXPENDITURES			192,709,688.00	192,709,688.00	49,353,659.88	212,130,727.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,768,730.00	1,768,730.00	(3,885,596.09)	(11,891,820.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,407,124.00	1,407,124.00	166,070.23	1,449,410.00	(42,286.00)	-3.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,407,124.00)	(1,407,124.00)	(166,070.23)	(1,449,410.00)		

2016-17 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			361,606.00	361,606.00	(4,051,666.32)	(13,341,230.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,869,129.00	12,869,129.00		39,059,438.00	26,190,309.00	203.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,869,129.00	12,869,129.00		39,059,438.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,869,129.00	12,869,129.00		39,059,438.00		
2) Ending Balance, June 30 (E + F1e)			13,230,735.00	13,230,735.00		25,718,208.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	45,000.00	45,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			119,830.00	119,830.00		1,873,699.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	6,370,000.00	6,370,000.00		4,972,000.00		
Text Book Math Adoption	0000	9780	2,000,000.00					
2015/16 1x Expenditures	0000	9780	4,370,000.00					
Text Book Math Adoption	0000	9780		2,000,000.00				
2015/16 1x Expenditures	0000	9780		4,370,000.00				
Text Books - Math Adoption	0000	9780				2,000,000.00		
Bus Replacment	0000	9780				50,000.00		
Transportation Vans	0000	9780				500,000.00		
Salary Increases	0000	9780				2,422,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,823,504.00	5,823,504.00		6,407,404.00		
Unassigned/Unappropriated Amount		9790	852,401.00	852,401.00		12,295,105.00		

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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment State Aid - Current Year		8011	115,464,882.00	115,464,882.00	32,505,468.00	113,542,712.00	(1,922,170.00)	-1.7%
Education Protection Account State Aid - Current Year		8012	20,871,986.00	20,871,986.00	5,152,178.00	20,867,768.00	(4,218.00)	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	163,441.00	163,441.00	0.00	177,627.00	14,186.00	8.7%
Timber Yield Tax		8022	19.00	19.00	0.00	53.00	34.00	178.9%
Other Subventions/In-Lieu Taxes		8029	6,814.00	6,814.00	7,288.37	6,814.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	19,657,541.00	19,657,541.00	0.00	21,036,890.00	1,379,349.00	7.0%
Unsecured Roll Taxes		8042	496,430.00	496,430.00	0.00	496,430.00	0.00	0.0%
Prior Years' Taxes		8043	48,441.00	48,441.00	29,329.81	48,740.00	299.00	0.6%
Supplemental Taxes		8044	715,908.00	715,908.00	300,660.77	1,149,811.00	433,903.00	60.6%
Education Revenue Augmentation Fund (ERAF)		8045	1,058,664.00	1,058,664.00	931.37	221,428.00	(837,236.00)	-79.1%
Community Redevelopment Funds (SB 617/699/1992)		8047	435,145.00	435,145.00	0.00	1,482,545.00	1,047,400.00	240.7%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			158,919,271.00	158,919,271.00	37,995,856.32	159,030,818.00	111,547.00	0.1%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			158,919,271.00	158,919,271.00	37,995,856.32	159,030,818.00	111,547.00	0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,787,421.00	2,787,421.00	0.00	2,787,421.00	0.00	0.0%
Special Education Discretionary Grants		8182	387,434.00	387,434.00	0.00	387,434.00	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	4,137,173.00	4,137,173.00	828,150.92	5,348,770.00	1,211,597.00	29.3%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	792,072.00	792,072.00	180,515.21	856,428.00	64,356.00	8.1%

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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	18,753.00	18,753.00	5,295.64	25,973.00	7,220.00	38.5%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	831,129.00	831,129.00	210,223.00	1,089,068.00	257,939.00	31.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	5,395,549.00	5,395,549.00	448,269.78	6,150,010.00	754,461.00	14.0%
TOTAL, FEDERAL REVENUE			14,349,531.00	14,349,531.00	1,672,454.55	16,645,104.00	2,295,573.00	16.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	295,730.00	295,730.00	96,674.00	295,730.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	4,335,135.00	4,335,135.00	0.00	4,335,135.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	3,092,624.00	3,092,624.00	101,254.67	3,194,384.00	101,760.00	3.3%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,652,275.00	2,652,275.00	1,723,978.75	2,652,275.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	47,926.00	47,926.00	0.00	47,926.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	2,015,266.00	2,015,266.00	New
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,662,422.00	1,662,422.00	995,324.00	2,088,393.00	425,971.00	25.6%
TOTAL, OTHER STATE REVENUE			12,086,112.00	12,086,112.00	2,917,231.42	14,629,109.00	2,542,997.00	21.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	250.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	80,000.00	80,000.00	44,358.12	80,000.00	0.00	0.0%
Interest		8660	90,000.00	90,000.00	(1,454.78)	90,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	231,201.00	231,201.00	4,619.16	233,493.00	2,292.00	1.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,447,500.00	1,447,500.00	893,213.00	2,255,580.00	808,080.00	55.8%
Tuition		8710	174,762.00	174,762.00	0.00	174,762.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	7,100,041.00	7,100,041.00	1,941,536.00	7,100,041.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			9,123,504.00	9,123,504.00	2,882,521.50	9,933,876.00	810,372.00	8.9%
TOTAL, REVENUES			194,478,418.00	194,478,418.00	45,468,063.79	200,238,907.00	5,760,489.00	3.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	65,027,113.00	65,027,113.00	17,927,627.75	69,622,124.00	(4,595,011.00)	-7.1%
Certificated Pupil Support Salaries		1200	7,529,023.00	7,529,023.00	2,075,400.09	7,597,922.00	(68,899.00)	-0.9%
Certificated Supervisors' and Administrators' Salaries		1300	7,256,151.00	7,256,151.00	2,065,121.93	7,396,754.00	(140,603.00)	-1.9%
Other Certificated Salaries		1900	598,688.00	598,688.00	156,337.51	514,312.00	84,376.00	14.1%
TOTAL, CERTIFICATED SALARIES			80,410,975.00	80,410,975.00	22,224,487.28	85,131,112.00	(4,720,137.00)	-5.9%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	5,804,255.00	5,804,255.00	1,469,541.92	6,160,106.00	(355,851.00)	-6.1%
Classified Support Salaries		2200	7,176,710.00	7,176,710.00	2,227,792.23	7,569,265.00	(392,555.00)	-5.5%
Classified Supervisors' and Administrators' Salaries		2300	1,769,001.00	1,769,001.00	559,055.49	1,800,156.00	(31,155.00)	-1.8%
Clerical, Technical and Office Salaries		2400	9,042,952.00	9,042,952.00	2,885,499.02	9,406,880.00	(363,928.00)	-4.0%
Other Classified Salaries		2900	4,312,403.00	4,312,403.00	904,896.08	4,436,633.00	(124,230.00)	-2.9%
TOTAL, CLASSIFIED SALARIES			28,105,321.00	28,105,321.00	8,046,784.74	29,373,040.00	(1,267,719.00)	-4.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	9,729,856.00	9,729,856.00	2,660,728.59	10,299,576.00	(569,720.00)	-5.9%
PERS		3201-3202	3,829,804.00	3,829,804.00	1,138,353.31	4,284,120.00	(454,316.00)	-11.9%
OASDI/Medicare/Alternative		3301-3302	3,318,479.00	3,318,479.00	938,405.05	3,482,195.00	(163,716.00)	-4.9%
Health and Welfare Benefits		3401-3402	13,377,043.00	13,377,043.00	3,649,465.52	13,398,553.00	(21,510.00)	-0.2%
Unemployment Insurance		3501-3502	52,258.00	52,258.00	14,482.96	55,035.00	(2,777.00)	-5.3%
Workers' Compensation		3601-3602	3,023,502.00	3,023,502.00	764,322.21	2,898,004.00	125,498.00	4.2%
OPEB, Allocated		3701-3702	4,309,674.00	4,309,674.00	1,183,870.34	4,267,177.00	42,497.00	1.0%
OPEB, Active Employees		3751-3752	431,646.00	431,646.00	104,580.46	381,583.00	50,063.00	11.6%
Other Employee Benefits		3901-3902	10,800.00	10,800.00	3,600.00	10,800.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			38,083,062.00	38,083,062.00	10,457,808.44	39,077,043.00	(993,981.00)	-2.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,700,539.00	2,700,539.00	0.00	5,825,010.00	(3,124,471.00)	-115.7%
Books and Other Reference Materials		4200	10,500.00	10,500.00	8,182.07	1,461,323.00	(1,450,823.00)	-13817.4%
Materials and Supplies		4300	15,535,627.00	15,535,627.00	1,169,389.75	16,666,598.00	(1,130,971.00)	-7.3%
Noncapitalized Equipment		4400	900,947.00	900,947.00	221,124.40	1,282,490.00	(381,543.00)	-42.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			19,147,613.00	19,147,613.00	1,398,696.22	25,235,421.00	(6,087,808.00)	-31.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	6,194,814.00	6,194,814.00	(78,218.70)	6,290,751.00	(95,937.00)	-1.5%
Travel and Conferences		5200	1,402,632.00	1,402,632.00	519,239.79	1,502,525.00	(99,893.00)	-7.1%
Dues and Memberships		5300	145,016.00	145,016.00	100,486.59	150,490.00	(5,474.00)	-3.8%
Insurance		5400-5450	676,164.00	676,164.00	708,722.20	676,164.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,655,000.00	2,655,000.00	816,643.91	2,695,000.00	(40,000.00)	-1.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	886,432.00	886,432.00	1,415,847.41	2,778,807.00	(1,892,375.00)	-213.5%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(9,000.00)	(9,000.00)	(5,709.07)	(6,986.00)	(2,014.00)	22.4%
Professional/Consulting Services and Operating Expenditures		5800	8,259,040.00	8,259,040.00	2,161,746.48	11,296,072.00	(3,037,032.00)	-36.8%
Communications		5900	733,695.00	733,695.00	223,371.09	736,969.00	(3,274.00)	-0.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			20,943,793.00	20,943,793.00	5,862,129.70	26,119,792.00	(5,175,999.00)	-24.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,000,000.00	3,000,000.00	166,803.45	4,155,426.00	(1,155,426.00)	-38.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	583,000.00	583,000.00	107,458.23	615,564.00	(32,564.00)	-5.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,583,000.00	3,583,000.00	274,261.68	4,770,990.00	(1,187,990.00)	-33.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	284,000.00	284,000.00	0.00	284,000.00	0.00	0.0%
Payments to County Offices		7142	2,060,000.00	2,060,000.00	842,690.27	2,060,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	254,793.00	254,793.00	113,721.01	254,793.00	0.00	0.0%
Other Debt Service - Principal		7439	268,144.00	268,144.00	133,080.54	268,144.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,866,937.00	2,866,937.00	1,089,491.82	2,866,937.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(431,013.00)	(431,013.00)	0.00	(443,608.00)	12,595.00	-2.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(431,013.00)	(431,013.00)	0.00	(443,608.00)	12,595.00	-2.9%
TOTAL, EXPENDITURES			192,709,688.00	192,709,688.00	49,353,659.88	212,130,727.00	(19,421,039.00)	-10.1%

2016-17 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	166,070.23	166,070.00	(166,070.00)	New
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	1,407,124.00	1,407,124.00	0.00	1,283,340.00	123,784.00	8.8%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,407,124.00	1,407,124.00	166,070.23	1,449,410.00	(42,286.00)	-3.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(1,407,124.00)	(1,407,124.00)	(166,070.23)	(1,449,410.00)	42,286.00	3.0%

<u>Resource</u>	<u>Description</u>	<u>2016-17 Projected Year Totals</u>
6230	California Clean Energy Jobs Act	1,851,370.00
9010	Other Restricted Local	22,329.00
Total, Restricted Balance		<u>1,873,699.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,196,273.00	1,196,273.00	331,579.77	1,030,203.00	(166,070.00)	-13.9%
4) Other Local Revenue		8600-8799	1,900.00	1,900.00	0.00	1,900.00	0.00	0.0%
5) TOTAL, REVENUES			1,198,173.00	1,198,173.00	331,579.77	1,032,103.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	13,752.00	13,752.00	4,704.60	14,114.00	(362.00)	-2.6%
2) Classified Salaries		2000-2999	585,626.00	585,626.00	210,774.06	705,263.00	(119,637.00)	-20.4%
3) Employee Benefits		3000-3999	112,965.00	112,965.00	39,500.58	138,653.00	(25,688.00)	-22.7%
4) Books and Supplies		4000-4999	440,208.00	440,208.00	8,799.14	288,818.00	151,390.00	34.4%
5) Services and Other Operating Expenditures		5000-5999	165.00	165.00	6,105.36	5,868.00	(5,703.00)	-3456.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	45,457.00	45,457.00	0.00	45,457.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,198,173.00	1,198,173.00	269,883.74	1,198,173.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			0.00	0.00	61,696.03	(166,070.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	166,070.23	166,070.00	166,070.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	166,070.23	166,070.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	227,766.26	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	0.00	0.00		0.00	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)								
			0.00	0.00		0.00		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)								
			0.00	0.00		0.00		
2) Ending Balance, June 30 (E + F1e)								
			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
Stores								
		9712	0.00	0.00		0.00		
Prepaid Expenditures								
		9713	0.00	0.00		0.00		
All Others								
		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount								
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8265	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	1,196,273.00	1,196,273.00	331,579.77	1,030,203.00	(166,070.00)	-13.9%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,196,273.00	1,196,273.00	331,579.77	1,030,203.00	(166,070.00)	-13.9%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,900.00	1,900.00	0.00	1,900.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,900.00	1,900.00	0.00	1,900.00	0.00	0.0%
TOTAL, REVENUES			1,198,173.00	1,198,173.00	331,579.77	1,032,103.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	13,752.00	13,752.00	4,704.60	14,114.00	(362.00)	-2.6%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			13,752.00	13,752.00	4,704.60	14,114.00	(362.00)	-2.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	553,645.00	553,645.00	189,870.26	652,218.00	(98,573.00)	-17.8%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	12,227.00	12,227.00	4,123.76	12,371.00	(144.00)	-1.2%
Clerical, Technical and Office Salaries		2400	9,386.00	9,386.00	15,240.88	22,193.00	(12,807.00)	-136.4%
Other Classified Salaries		2900	10,368.00	10,368.00	1,539.16	18,481.00	(8,113.00)	-78.3%
TOTAL, CLASSIFIED SALARIES			585,626.00	585,626.00	210,774.06	705,263.00	(119,637.00)	-20.4%
EMPLOYEE BENEFITS								
STRS		3101-3102	28,158.00	28,158.00	10,228.25	34,396.00	(6,238.00)	-22.2%
PERS		3201-3202	27,163.00	27,163.00	9,999.54	39,278.00	(12,115.00)	-44.6%
OASDI/Medicare/Alternative		3301-3302	31,966.00	31,966.00	11,322.19	38,017.00	(6,051.00)	-18.9%
Health and Welfare Benefits		3401-3402	4,740.00	4,740.00	1,377.89	4,763.00	(23.00)	-0.5%
Unemployment Insurance		3501-3502	299.00	299.00	107.05	357.00	(58.00)	-19.4%
Workers' Compensation		3601-3602	16,697.00	16,697.00	5,431.46	18,133.00	(1,436.00)	-8.6%
OPEB, Allocated		3701-3702	1,910.00	1,910.00	545.94	1,910.00	0.00	0.0%
OPEB, Active Employees		3751-3752	2,032.00	2,032.00	488.26	1,799.00	233.00	11.5%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			112,965.00	112,965.00	39,500.58	138,653.00	(25,688.00)	-22.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	440,208.00	440,208.00	8,799.14	288,818.00	151,390.00	34.4%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			440,208.00	440,208.00	8,799.14	288,818.00	151,390.00	34.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	165.00	165.00	55.00	165.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	4,148.36	3,801.00	(3,801.00)	New
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	1,902.00	1,902.00	(1,902.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			165.00	165.00	6,105.36	5,868.00	(5,703.00)	-3456.4%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	45,457.00	45,457.00	0.00	45,457.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			45,457.00	45,457.00	0.00	45,457.00	0.00	0.0%
TOTAL EXPENDITURES			1,198,173.00	1,198,173.00	269,883.74	1,198,173.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	166,070.23	166,070.00	166,070.00	New
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	166,070.23	166,070.00	166,070.00	New
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	166,070.23	166,070.00		

<u>Resource</u>	<u>Description</u>	<u>2016/17 Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,600,351.00	7,600,351.00	37,823.28	8,009,106.00	408,755.00	5.4%
3) Other State Revenue		8300-8599	578,097.00	578,097.00	2,471.30	578,097.00	0.00	0.0%
4) Other Local Revenue		8600-8799	557,404.00	557,404.00	205,441.31	557,404.00	0.00	0.0%
5) TOTAL, REVENUES			8,735,852.00	8,735,852.00	245,735.89	9,144,607.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,906,158.00	3,906,158.00	1,004,382.29	3,905,956.00	202.00	0.0%
3) Employee Benefits		3000-3999	1,225,312.00	1,225,312.00	321,736.52	1,220,669.00	4,643.00	0.4%
4) Books and Supplies		4000-4999	4,447,000.00	4,447,000.00	811,101.02	4,774,087.00	(327,087.00)	-7.4%
5) Services and Other Operating Expenditures		5000-5999	178,950.00	178,950.00	36,641.59	173,241.00	5,709.00	3.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	385,556.00	385,556.00	0.00	398,151.00	(12,595.00)	-3.3%
9) TOTAL, EXPENDITURES			10,142,976.00	10,142,976.00	2,173,861.42	10,472,104.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,407,124.00)	(1,407,124.00)	(1,928,125.53)	(1,327,497.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	1,407,124.00	1,407,124.00	0.00	1,283,340.00	(123,784.00)	-8.8%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,407,124.00	1,407,124.00	0.00	1,283,340.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(1,928,125.53)	(44,157.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	0.00		49,972.00	49,972.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00		49,972.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		49,972.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		5,815.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		5,815.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	7,600,351.00	7,600,351.00	37,823.28	8,009,106.00	408,755.00	5.4%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			7,600,351.00	7,600,351.00	37,823.28	8,009,106.00	408,755.00	5.4%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	578,097.00	578,097.00	2,471.30	578,097.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			578,097.00	578,097.00	2,471.30	578,097.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	550,904.00	550,904.00	204,531.89	550,904.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	4,000.00	4,000.00	909.42	4,000.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			557,404.00	557,404.00	205,441.31	557,404.00	0.00	0.0%
TOTAL REVENUES			8,735,852.00	8,735,852.00	245,735.89	9,144,607.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,539,919.00	3,539,919.00	898,483.54	3,516,897.00	23,022.00	0.7%
Classified Supervisors' and Administrators' Salaries		2300	198,400.00	198,400.00	62,749.19	219,748.00	(21,348.00)	-10.8%
Clerical, Technical and Office Salaries		2400	167,839.00	167,839.00	43,149.56	169,311.00	(1,472.00)	-0.9%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,906,158.00	3,906,158.00	1,004,382.29	3,905,956.00	202.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	485,243.00	485,243.00	132,406.81	513,171.00	(27,928.00)	-5.8%
OASDI/Medicare/Alternative		3301-3302	290,164.00	290,164.00	74,095.22	289,791.00	373.00	0.1%
Health and Welfare Benefits		3401-3402	233,716.00	233,716.00	62,257.12	218,580.00	15,136.00	6.5%
Unemployment Insurance		3501-3502	1,897.00	1,897.00	484.26	1,892.00	5.00	0.3%
Workers' Compensation		3601-3602	108,819.00	108,819.00	25,418.69	99,285.00	9,534.00	8.8%
OPEB, Allocated		3701-3702	92,585.00	92,585.00	24,211.60	86,874.00	5,711.00	6.2%
OPEB, Active Employees		3751-3752	12,888.00	12,888.00	2,862.82	11,076.00	1,812.00	14.1%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,225,312.00	1,225,312.00	321,736.52	1,220,669.00	4,643.00	0.4%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	68,500.00	68,500.00	8,982.31	109,458.00	(40,958.00)	-59.8%
Noncapitalized Equipment		4400	78,500.00	78,500.00	3,547.11	78,500.00	0.00	0.0%
Food		4700	4,300,000.00	4,300,000.00	798,571.60	4,586,129.00	(286,129.00)	-6.7%
TOTAL, BOOKS AND SUPPLIES			4,447,000.00	4,447,000.00	811,101.02	4,774,087.00	(327,087.00)	-7.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	8,800.00	8,800.00	1,053.99	8,906.00	(106.00)	-1.2%
Dues and Memberships		5300	2,000.00	2,000.00	2,059.93	2,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	53,000.00	53,000.00	6,929.01	53,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	75,650.00	75,650.00	2,052.60	75,650.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	9,000.00	9,000.00	1,514.51	3,185.00	5,815.00	64.6%
Professional/Consulting Services and Operating Expenditures		5800	30,000.00	30,000.00	23,031.55	30,000.00	0.00	0.0%
Communications		5900	500.00	500.00	0.00	500.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			178,950.00	178,950.00	36,641.59	173,241.00	5,709.00	3.2%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	385,556.00	385,556.00	0.00	398,151.00	(12,595.00)	-3.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			385,556.00	385,556.00	0.00	398,151.00	(12,595.00)	-3.3%
TOTAL, EXPENDITURES			10,142,976.00	10,142,976.00	2,173,861.42	10,472,104.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	1,407,124.00	1,407,124.00	0.00	1,283,340.00	(123,784.00)	-8.8%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,407,124.00	1,407,124.00	0.00	1,283,340.00	(123,784.00)	-8.8%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,407,124.00	1,407,124.00	0.00	1,283,340.00		

Resource	Description	2016/17 Projected Year Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School	5,815.00
Total, Restricted Balance		<u>5,815.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	600.00	600.00	0.00	600.00	0.00	0.0%
5) TOTAL REVENUES			600.00	600.00	0.00	600.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			600.00	600.00	0.00	600.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			600.00	600.00	0.00	600.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	123,000.00	123,000.00		123,066.00	66.00	0.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			123,000.00	123,000.00		123,066.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			123,000.00	123,000.00		123,066.00		
2) Ending Balance, June 30 (E + F1e)			123,600.00	123,600.00		123,666.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	123,600.00	123,600.00		123,666.00		
Tech Replacement	0000	9780	123,600.00					
Tech Replacement	0000	9780		123,600.00				
Tech Replacement	0000	9780				123,666.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	600.00	600.00	0.00	600.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			600.00	600.00	0.00	600.00	0.00	0.0%
TOTAL, REVENUES			600.00	600.00	0.00	600.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2016/17 Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	264,000.00	264,000.00	41,578.08	264,000.00	0.00	0.0%
5) TOTAL REVENUES			264,000.00	264,000.00	41,578.08	264,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	537,966.37	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	47,343,009.00	47,343,009.00	1,783,421.97	45,563,473.00	1,779,536.00	3.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			47,343,009.00	47,343,009.00	2,321,388.34	45,563,473.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(47,079,009.00)	(47,079,009.00)	(2,279,810.26)	(45,299,473.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(47,079,009.00)	(47,079,009.00)	(2,279,810.26)	(45,299,473.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	0.00		45,497,741.00	45,497,741.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00		45,497,741.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		45,497,741.00		
2) Ending Balance, June 30 (E + F1e)			(47,079,009.00)	(47,079,009.00)		198,268.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		198,268.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	(47,079,009.00)	(47,079,009.00)		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll								
Unsecured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8625	0.00	0.00	0.00	0.00	0.00	0.0%
8629			0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	264,000.00	264,000.00	0.00	264,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	41,578.08	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			264,000.00	264,000.00	41,578.08	264,000.00	0.00	0.0%
TOTAL REVENUES			264,000.00	264,000.00	41,578.08	264,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	46.20	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	537,920.17	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	537,966.37	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	13,574.00	13,574.00	12,938.60	13,574.00	0.00	0.0%
Land Improvements		6170	335,080.00	335,080.00	16,400.00	335,080.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	43,068,169.00	43,068,169.00	1,754,083.37	41,288,633.00	1,779,536.00	4.1%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	3,926,186.00	3,926,186.00	0.00	3,926,186.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			47,343,009.00	47,343,009.00	1,783,421.97	45,563,473.00	1,779,536.00	3.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			47,343,009.00	47,343,009.00	2,321,388.34	45,563,473.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2016/17 Projected Year Totals</u>
9010	Other Restricted Local	198,268.00
Total, Restricted Balance		<u>198,268.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	276,000.00	276,000.00	268,012.91	1,723,833.00	1,447,833.00	524.6%
5) TOTAL REVENUES			276,000.00	276,000.00	268,012.91	1,723,833.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	1,318,233.00	(1,318,233.00)	New
5) Services and Other Operating Expenditures		5000-5999	122,000.00	122,000.00	92,411.99	122,604.00	(604.00)	-0.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	469,384.00	469,384.00	379,348.00	469,384.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			591,384.00	591,384.00	471,759.99	1,910,221.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(315,384.00)	(315,384.00)	(203,747.08)	(186,388.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(315,384.00)	(315,384.00)	(203,747.08)	(186,388.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	5,428,110.00	5,428,110.00		5,917,460.00	489,350.00	9.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,428,110.00	5,428,110.00		5,917,460.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,428,110.00	5,428,110.00		5,917,460.00		
2) Ending Balance, June 30 (E + F1e)			5,112,726.00	5,112,726.00		5,731,072.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			5,112,726.00	5,112,726.00		5,731,072.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	26,000.00	26,000.00	0.00	26,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	250,000.00	250,000.00	268,012.91	400,000.00	150,000.00	60.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	1,297,833.00	1,297,833.00	New
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			276,000.00	276,000.00	268,012.91	1,723,833.00	1,447,833.00	524.6%
TOTAL REVENUES			276,000.00	276,000.00	268,012.91	1,723,833.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	1,318,233.00	(1,318,233.00)	New
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	1,318,233.00	(1,318,233.00)	New
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	122,000.00	122,000.00	86,367.20	121,704.00	296.00	0.2%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	6,044.79	900.00	(900.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			122,000.00	122,000.00	92,411.99	122,604.00	(604.00)	-0.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	186,784.00	186,784.00	96,748.00	186,784.00	0.00	0.0%
Other Debt Service - Principal		7439	282,600.00	282,600.00	282,600.00	282,600.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			469,384.00	469,384.00	379,348.00	469,384.00	0.00	0.0%
TOTAL, EXPENDITURES			591,384.00	591,384.00	471,759.99	1,910,221.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2016/17 Projected Year Totals</u>
9010	Other Restricted Local	5,731,072.00
Total, Restricted Balance		<u>5,731,072.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	45,600.00	45,600.00	0.00	45,600.00	0.00	0.0%
5) TOTAL REVENUES			45,600.00	45,600.00	0.00	45,600.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	1,779,536.00	(1,779,536.00)	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.00	1,779,536.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			45,600.00	45,600.00	0.00	(1,733,936.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			45,600.00	45,600.00	0.00	(1,733,936.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,173,796.00	9,173,796.00		9,197,448.00	23,652.00	0.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,173,796.00	9,173,796.00		9,197,448.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,173,796.00	9,173,796.00		9,197,448.00		
2) Ending Balance, June 30 (E + F1e)			9,219,396.00	9,219,396.00		7,463,512.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			9,219,396.00	9,219,396.00		7,463,512.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	45,600.00	45,600.00	0.00	45,600.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers in from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			45,600.00	45,600.00	0.00	45,600.00	0.00	0.0%
TOTAL, REVENUES			45,600.00	45,600.00	0.00	45,600.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	1,779,536.00	(1,779,536.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	1,779,536.00	(1,779,536.00)	New
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	1,779,536.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2016/17 Projected Year Totals</u>
7710	State School Facilities Projects	7,463,512.00
Total, Restricted Balance		<u>7,463,512.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	102,278.00	102,278.00	3,730.11	86,878.00	(15,400.00)	-15.1%
4) Other Local Revenue		8600-8799	11,798,747.00	11,798,747.00	53,615.29	10,687,028.00	(1,111,719.00)	-9.4%
5) TOTAL REVENUES			11,901,025.00	11,901,025.00	57,345.40	10,773,906.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	13,862,665.00	13,862,665.00	9,496,725.34	13,862,665.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			13,862,665.00	13,862,665.00	9,496,725.34	13,862,665.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,961,640.00)	(1,961,640.00)	(9,439,379.94)	(3,088,759.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,961,640.00)	(1,961,640.00)	(9,439,379.94)	(3,088,759.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,940,445.00	11,940,445.00		13,317,100.00	1,376,655.00	11.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,940,445.00	11,940,445.00		13,317,100.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,940,445.00	11,940,445.00		13,317,100.00		
2) Ending Balance, June 30 (E + F1e)			9,978,805.00	9,978,805.00		10,228,341.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			9,978,805.00	9,978,805.00		10,228,341.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	102,278.00	102,278.00	0.00	86,878.00	(15,400.00)	-15.1%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	3,730.11	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			102,278.00	102,278.00	3,730.11	86,878.00	(15,400.00)	-15.1%
OTHER LOCAL REVENUE								
County and District Taxes Voted Indebtedness Levies Secured Roll								
		8611	11,218,995.00	11,218,995.00	0.00	10,092,747.00	(1,126,248.00)	-10.0%
Unsecured Roll		8612	559,252.00	559,252.00	0.00	573,781.00	14,529.00	2.6%
Prior Years' Taxes		8613	0.00	0.00	5,332.19	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	48,283.10	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,500.00	20,500.00	0.00	20,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,798,747.00	11,798,747.00	53,615.29	10,687,028.00	(1,111,719.00)	-9.4%
TOTAL, REVENUES			11,901,025.00	11,901,025.00	57,345.40	10,773,906.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	5,119,970.00	5,119,970.00	4,463,622.20	5,119,970.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	8,742,695.00	8,742,695.00	5,033,103.14	8,742,695.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			13,862,665.00	13,862,665.00	9,496,725.34	13,862,665.00	0.00	0.0%
TOTAL, EXPENDITURES			13,862,665.00	13,862,665.00	9,496,725.34	13,862,665.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2016/17 Projected Year Totals</u>
9010	Other Restricted Local	10,228,341.00
Total, Restricted Balance		<u>10,228,341.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,738,457.00	4,738,457.00	0.00	4,738,457.00	0.00	0.0%
5) TOTAL, REVENUES			4,738,457.00	4,738,457.00	0.00	4,738,457.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	4,270,000.00	4,270,000.00	1,280,038.10	4,270,000.00	0.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			4,270,000.00	4,270,000.00	1,280,038.10	4,270,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			468,457.00	468,457.00	(1,280,038.10)	468,457.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			468,457.00	468,457.00	(1,280,038.10)	468,457.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	0.00	0.00		8,003,779.00	8,003,779.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00		8,003,779.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			0.00	0.00		8,003,779.00		
2) Ending Net Position, June 30 (E + F1e)			468,457.00	468,457.00		8,472,236.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	468,457.00	468,457.00		8,472,236.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Interest		8660	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	4,275,000.00	4,275,000.00	0.00	4,275,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	433,457.00	433,457.00	0.00	433,457.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,738,457.00	4,738,457.00	0.00	4,738,457.00	0.00	0.0%
TOTAL, REVENUES			4,738,457.00	4,738,457.00	0.00	4,738,457.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,270,000.00	4,270,000.00	1,280,038.10	4,270,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			4,270,000.00	4,270,000.00	1,280,038.10	4,270,000.00	0.00	0.0%
TOTAL, EXPENSES			4,270,000.00	4,270,000.00	1,280,038.10	4,270,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2016/17 Projected Year Totals
9010	Other Restricted Local	8,472,236.00
Total, Restricted Net Position		<u>8,472,236.00</u>

Future Years Projections Data Worksheet

District: Oxnard School District

Reporting Period: 2016/17 1st Interim

Fiscal Year 2017/18

Fiscal Year 2018/19

LCFF ADA: 16,360

LCFF ADA: 16,360

LCFF Target Funding Rate: 72.99%
Unrestricted Lottery amount / ADA: \$140.00

LCFF Target Funding Rate: 40.36%
Unrestricted Lottery amount / ADA: \$140.00

Change in Staffing:
\$0.00

Change in Staffing:
\$0.00

Total Compensation Increase 0%
Step & Column only \$1,367,828
STRS Rate 14.43%
PERS Rate 15.50%

Total Compensation Increase 0%
Step & Column only \$1,388,345
STRS Rate 16.28%
PERS Rate 17.10%

Changes in Health Benefits: 0%

Changes in Health Benefits: 0%

CPI: 2.26%

CPI: 2.49%

Other factors affecting expenditures and the fiscal year(s) they pertain to:

Health benefits have a hard cap. No change anticipated. OSD's Budget Advisory Committee will start meeting after the January budget proposal to address 2017-18 budget if adjustments are needed.

Description	Object Codes	Projected Year Totals (Form 011) (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)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFI/Revenue Limit Sources	8010-8099	159,030,818.00	5.17%	167,256,402.00	1.77%	170,216,895.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	6,855,645.00	-56.54%	2,979,419.00	0.07%	2,981,424.00
4. Other Local Revenues	8600-8799	2,084,733.00	0.05%	2,085,732.00	0.11%	2,087,934.00
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	(19,240,546.00)	5.73%	(20,343,962.00)	1.77%	(20,704,337.00)
6. Total (Sum lines A1 thru A5c)		148,730,650.00	2.18%	151,977,591.00	1.71%	154,581,916.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				71,007,686.00		72,072,802.00
b. Step & Column Adjustment				1,065,116.00		1,081,092.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	71,007,686.00	1.50%	72,072,802.00	1.50%	73,153,894.00
2. Classified Salaries						
a. Base Salaries				20,180,823.00		20,483,535.00
b. Step & Column Adjustment				302,712.00		307,253.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	20,180,823.00	1.50%	20,483,535.00	1.50%	20,790,788.00
3. Employee Benefits	3000-3999	31,741,642.00	7.86%	34,236,270.00	16.54%	39,900,495.00
4. Books and Supplies	4000-4999	16,084,998.00	-18.50%	13,109,563.00	2.49%	13,435,991.00
5. Services and Other Operating Expenditures	5000-5999	14,598,779.00	-9.82%	13,164,840.00	2.49%	13,492,645.00
6. Capital Outlay	6000-6999	4,158,340.00	-90.68%	387,364.00	-35.46%	250,000.00
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	(1,442,806.00)	0.00%	(1,442,806.00)	0.00%	(1,442,806.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,283,340.00	-6.49%	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)		160,479,739.00	-2.74%	156,078,505.00	4.72%	163,447,944.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(11,749,089.00)		(4,100,914.00)		(8,866,028.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		35,593,598.00		23,844,509.00		19,743,595.00
2. Ending Fund Balance (Sum lines C and D1)		23,844,509.00		19,743,595.00		10,877,567.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	170,000.00				
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	4,972,000.00		2,100,000.00		2,150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,407,404.00		6,069,414.00		6,253,668.00
2. Unassigned/Unappropriated	9790	12,295,105.00		11,574,181.00		2,473,899.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		23,844,509.00		19,743,595.00		10,877,567.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,407,404.00		6,069,414.00		6,253,668.00
c. Unassigned/Unappropriated	9790	12,295,105.00		11,574,181.00		2,473,899.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		18,702,509.00		17,643,595.00		8,727,567.00

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.

State Revenue does not recognize 1x Discretionary Funds in out years; Local Revenue budgets conservatively in miscellaneous funding sources in out years

Description	Object Codes	Projected Year Totals (Form 011) (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)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	16,645,104.00	-35.69%	10,705,094.00	0.00%	10,705,094.00
3. Other State Revenues	8300-8599	7,773,464.00	-30.73%	5,384,583.00	2.08%	5,496,553.00
4. Other Local Revenues	8600-8799	7,849,143.00	1.00%	7,927,953.00	2.19%	8,101,682.00
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	19,240,546.00	5.73%	20,343,962.00	1.77%	20,704,337.00
6. Total (Sum lines A1 thru A5c)		51,508,257.00	-13.87%	44,361,592.00	1.46%	45,007,666.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				14,123,426.00		13,524,660.00
b. Step & Column Adjustment				(598,766.00)		202,870.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,123,426.00	-4.24%	13,524,660.00	1.50%	13,727,530.00
2. Classified Salaries						
a. Base Salaries				9,192,217.00		9,176,202.00
b. Step & Column Adjustment				(16,015.00)		137,643.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	9,192,217.00	-0.17%	9,176,202.00	1.50%	9,313,845.00
3. Employee Benefits	3000-3999	7,335,401.00	3.58%	7,597,828.00	8.48%	8,242,252.00
4. Books and Supplies	4000-4999	9,150,423.00	-51.76%	4,413,760.00	-8.46%	4,040,156.00
5. Services and Other Operating Expenditures	5000-5999	11,521,013.00	-10.90%	10,265,065.00	-17.91%	8,426,107.00
6. Capital Outlay	6000-6999	612,650.00	-41.57%	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	999,198.00	-26.57%	733,706.00	0.00%	733,706.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	166,070.00	0.00%	166,070.00	0.00%	166,070.00
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)		53,100,398.00	-12.93%	46,235,291.00	-2.66%	45,007,666.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(1,592,141.00)		(1,873,699.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		3,465,840.00		1,873,699.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		1,873,699.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	1,873,699.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		1,873,699.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	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)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCHF/Revenue Limit Sources	8010-8099	159,030,818.00	5.17%	167,256,402.00	1.77%	170,216,895.00
2. Federal Revenues	8100-8299	16,645,104.00	-35.69%	10,705,094.00	0.00%	10,705,094.00
3. Other State Revenues	8300-8599	14,629,109.00	-42.83%	8,364,002.00	1.36%	8,477,977.00
4. Other Local Revenues	8600-8799	9,933,876.00	0.80%	10,013,685.00	1.76%	10,189,616.00
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)		200,238,907.00	-1.95%	196,339,183.00	1.66%	199,589,582.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				85,131,112.00		85,597,462.00
b. Step & Column Adjustment				466,350.00		1,283,962.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	85,131,112.00	0.55%	85,597,462.00	1.50%	86,881,424.00
2. Classified Salaries						
a. Base Salaries				29,373,040.00		29,659,737.00
b. Step & Column Adjustment				286,697.00		444,896.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	29,373,040.00	0.98%	29,659,737.00	1.50%	30,104,633.00
3. Employee Benefits	3000-3999	39,077,043.00	7.06%	41,834,098.00	15.08%	48,142,747.00
4. Books and Supplies	4000-4999	25,235,421.00	-30.56%	17,523,323.00	-0.27%	17,476,147.00
5. Services and Other Operating Expenditures	5000-5999	26,119,792.00	-10.30%	23,429,905.00	-6.45%	21,918,752.00
6. Capital Outlay	6000-6999	4,770,990.00	-84.38%	745,364.00	-18.43%	608,000.00
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	(443,608.00)	59.85%	(709,100.00)	0.00%	(709,100.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,449,410.00	-5.75%	1,366,070.00	-14.64%	1,166,070.00
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)		213,580,137.00	-5.27%	202,313,796.00	3.04%	208,455,610.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(13,341,230.00)		(5,974,613.00)		(8,866,028.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		39,059,438.00		25,718,208.00		19,743,595.00
2. Ending Fund Balance (Sum lines C and D1)		25,718,208.00		19,743,595.00		10,877,567.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	170,000.00		0.00		0.00
b. Restricted	9740	1,873,699.00		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	4,972,000.00		2,100,000.00		2,150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,407,404.00		6,069,414.00		6,253,668.00
2. Unassigned/Unappropriated	9790	12,295,105.00		11,574,181.00		2,473,899.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		25,718,208.00		19,743,595.00		10,877,567.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,407,404.00		6,069,414.00		6,253,668.00
c. Unassigned/Unappropriated	9790	12,295,105.00		11,574,181.00		2,473,899.00
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 E1 thru E2c)		18,702,509.00		17,643,595.00		8,727,567.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		8.76%		8.72%		4.19%
F. RECOMMENDED RESERVES						
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		0.00		0.00
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Line A4; enter projections)						
		16,359.89		16,360.00		16,360.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		213,580,137.00		202,313,796.00		208,455,610.00
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)		213,580,137.00		202,313,796.00		208,455,610.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		6,407,404.11		6,069,413.88		6,253,668.30
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		6,407,404.11		6,069,413.88		6,253,668.30
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2016-17)				
District Regular	16,363.19	16,359.89		
Charter School		0.00		
Total ADA	16,363.19	16,359.89	0.0%	Met
1st Subsequent Year (2017-18)				
District Regular	16,360.00	16,360.00		
Charter School				
Total ADA	16,360.00	16,360.00	0.0%	Met
2nd Subsequent Year (2018-19)				
District Regular	16,360.00	16,360.00		
Charter School				
Total ADA	16,360.00	16,360.00	0.0%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2016-17)				
District Regular	16,914	16,797		
Charter School				
Total Enrollment	16,914	16,797	-0.7%	Met
1st Subsequent Year (2017-18)				
District Regular	16,914	16,800		
Charter School				
Total Enrollment	16,914	16,800	-0.7%	Met
2nd Subsequent Year (2018-19)				
District Regular	16,914	16,800		
Charter School				
Total Enrollment	16,914	16,800	-0.7%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. 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 FY 2013-14 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 Unaudited Actuals (Form A, Lines A4 and C4*)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2013-14)	16,328	16,797	97.2%
Second Prior Year (2014-15)			
District Regular	16,400	16,916	
Charter School			
Total ADA/Enrollment	16,400	16,916	96.9%
First Prior Year (2015-16)			
District Regular	16,359	16,914	
Charter School	0	16,914	
Total ADA/Enrollment	16,359	33,828	48.4%
		Historical Average Ratio:	80.8%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	81.3%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal 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.

Fiscal Year	Estimated P-2 ADA (Form A1, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2016-17)				
District Regular	16,360	16,797		
Charter School	0			
Total ADA/Enrollment	16,360	16,797	97.4%	Not Met
1st Subsequent Year (2017-18)				
District Regular	16,360	16,800		
Charter School				
Total ADA/Enrollment	16,360	16,800	97.4%	Not Met
2nd Subsequent Year (2018-19)				
District Regular	16,360	16,800		
Charter School				
Total ADA/Enrollment	16,360	16,800	97.4%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range:

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2016-17)	158,919,271.00		
1st Subsequent Year (2017-18)	166,877,415.00	167,256,402.00	0.2%	Met
2nd Subsequent Year (2018-19)	169,706,489.00	170,216,895.00	0.3%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - LCFF revenue has not changed since budget adoption by more than two percent for the current year 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 current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year, Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (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)	117,967,070.84	138,239,663.28	85.3%
Historical Average Ratio:			85.6%

	Current 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):	82.6% to 88.6%	82.6% to 88.6%	82.6% to 88.6%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2016-17)	122,930,151.00	159,196,399.00	77.2%	Not Met
1st Subsequent Year (2017-18)	126,792,607.00	154,878,505.00	81.9%	Not Met
2nd Subsequent Year (2018-19)	133,845,177.00	162,447,944.00	82.4%	Not 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 NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

Current Year Total Expenditures are inflated due to 1x funding being utilized in 1st Interim Budget for Deferred Maintenance Projects. \$4.3M Assigned in Adopted Budget has been budgeted in 1st Interim budget. Carryover has been allocated to object 40

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
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Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2016-17)	14,349,531.00	16,645,104.00	16.0%	Yes
1st Subsequent Year (2017-18)	8,953,982.00	10,705,094.00	19.6%	Yes
2nd Subsequent Year (2018-19)	8,953,982.00	10,705,094.00	19.6%	Yes

Explanation:
(required if Yes)

Current Year recognizes PY carryover and CY actual entitlements, out years recognize loss of two Federal resources and take into account updated current year actual entitlements

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2016-17)	12,086,112.00	14,629,109.00	21.0%	Yes
1st Subsequent Year (2017-18)	7,109,029.00	8,364,002.00	17.7%	Yes
2nd Subsequent Year (2018-19)	7,109,029.00	8,477,977.00	19.3%	Yes

Explanation:
(required if Yes)

Current Year recognizes PY carryover and CY actual entitlements; out years recognize current year actual entitlements

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2016-17)	9,123,504.00	9,933,876.00	8.9%	Yes
1st Subsequent Year (2017-18)	9,123,504.00	10,013,685.00	9.8%	Yes
2nd Subsequent Year (2018-19)	9,123,504.00	10,189,616.00	11.7%	Yes

Explanation:
(required if Yes)

Current Year recognizes actual funds; Out years recognize CY funds and State COLA applied to SpEd funds of 1.11% & 2.42% respectively

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2016-17)	19,147,613.00	25,235,421.00	31.8%	Yes
1st Subsequent Year (2017-18)	14,867,650.00	17,523,323.00	17.9%	Yes
2nd Subsequent Year (2018-19)	15,237,854.00	17,476,147.00	14.7%	Yes

Explanation:
(required if Yes)

Current Year recognizes carry over funds being budgeted and 1x funds originally assigned, budgeted. Out years recognize are reduced by 1x funds and loss of two Federal resources and then recognize CPI of 2.26% and 2.49% respectively

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2016-17)	20,943,793.00	26,119,792.00	24.7%	Yes
1st Subsequent Year (2017-18)	20,106,125.00	23,429,905.00	16.5%	Yes
2nd Subsequent Year (2018-19)	20,606,767.00	21,918,752.00	6.4%	Yes

Explanation:
(required if Yes)

Current year recognizes carry over funds being budgeted and 1x funds originally assigned, budgeted. Our years are reduced by 1x funds and loss of two Federal resources and then recognize CPI

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2016-17)	35,559,147.00	41,208,089.00	15.9%	Not Met
1st Subsequent Year (2017-18)	25,186,515.00	29,082,781.00	15.5%	Not Met
2nd Subsequent Year (2018-19)	25,186,515.00	29,372,687.00	16.6%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2016-17)	40,091,406.00	51,355,213.00	28.1%	Not Met
1st Subsequent Year (2017-18)	34,973,775.00	40,953,228.00	17.1%	Not Met
2nd Subsequent Year (2018-19)	35,844,621.00	39,394,899.00	9.9%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

Current Year recognizes PY carryover and CY actual entitlements, out years recognize loss of two Federal resources and take into account updated current year actual entitlements

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

Current Year recognizes PY carryover and CY actual entitlements; out years recognize current year actual entitlements

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

Current Year recognizes actual funds; Out years recognize CY funds and State COLA applied to SpEd funds of 1.11% & 2.42% respectively

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

Current Year recognizes carry over funds being budgeted and 1x funds originally assigned, budgeted. Out years recognize are reduced by 1x funds and loss of two Federal resources and then recognize CPI of 2.26% and 2.49% respectively

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

Current year recognizes carry over funds being budgeted and 1x funds originally assigned, budgeted. Our years are reduced by 1x funds and loss of two Federal resources and then recognize CPI

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75, as amended by AB 104 (Chapter 13, Statutes of 2015), effective 2015-16 and 2016-17 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: AB 104 (Chapter 13, Statutes of 2015) requires the district to deposit into the account, for the 2015-16 and 2016-17 fiscal years, a minimum amount that is the lesser of 3% of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year.

DATA ENTRY: For the Required Minimum Contribution, enter the lesser of 3% of the total general fund expenditures and other financing uses for the current year or the amount that the district deposited into the account for the 2014-15 fiscal year. If EC 17070.75(e)(1) and (e)(2) apply, input 3%. Budget data that exist will be extracted, otherwise enter budget data into lines 1 and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	5,821,028.00	5,821,028.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7, Line 2d)		5,821,028.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available 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.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Available Reserve Percentages (Criterion 10C, Line 9)	8.8%	8.7%	4.2%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	2.9%	2.9%	1.4%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2016-17)	(11,749,089.00)	160,479,739.00	7.3%	Not Met
1st Subsequent Year (2017-18)	(4,100,914.00)	156,078,505.00	2.6%	Met
2nd Subsequent Year (2018-19)	(8,866,028.00)	163,447,944.00	5.4%	Not Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

Planned deficit spending due to anticipated salary increases and the accomodation of STRS & PERS increases, as well as meeting District LCAP goals.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2016-17)	25,718,208.00	Met
1st Subsequent Year (2017-18)	19,743,595.00	Met
2nd Subsequent Year (2018-19)	10,877,567.00	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2016-17)	42,823,906.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current 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

¹ Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District Estimated P-2 ADA (Form AI, Line A4):	16,360	16,360	16,360
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 MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (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	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	213,580,137.00	202,313,796.00	208,455,610.00
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)	213,580,137.00	202,313,796.00	208,455,610.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	6,407,404.11	6,069,413.88	6,253,668.30
6. Reserve Standard - by Amount (\$66,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	6,407,404.11	6,069,413.88	6,253,668.30

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	6,407,404.00	6,069,414.00	6,253,668.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	12,295,105.00	11,574,181.00	2,473,899.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	18,702,509.00	17,643,595.00	8,727,567.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	8.76%	8.72%	4.19%
District's Reserve Standard (Section 10B, Line 7):	6,407,404.11	6,069,413.88	6,253,668.30
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

Yes

1b. If Yes, identify the interfund borrowings:

Child Development Fund and Child Nutrition Fund temporarily borrow until their cash flow catches up

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the First Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2016-17)	(18,802,460.00)	(19,240,546.00)	2.3%	438,086.00	Met
1st Subsequent Year (2017-18)	(20,404,941.00)	(20,343,962.00)	-0.3%	(60,979.00)	Met
2nd Subsequent Year (2018-19)	(21,817,906.00)	(20,704,337.00)	-5.1%	(1,113,569.00)	Not Met
1b. Transfers In, General Fund *					
Current Year (2016-17)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2017-18)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2018-19)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2016-17)	1,407,124.00	1,449,410.00	3.0%	42,286.00	Met
1st Subsequent Year (2017-18)	1,200,000.00	1,366,070.00	13.8%	166,070.00	Not Met
2nd Subsequent Year (2018-19)	1,000,000.00	1,166,070.00	16.6%	166,070.00	Not Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

Anticipated SpEd Funding models show a decrease in GF contribution from Budget to 1st Interim projections

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. NOT MET - The projected transfers out of the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts 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)

Adopted Budget did not recognize the added need of supporting the Child Development Fund.

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption?

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2016
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	12	General Fund	General Fund	4,231,835
Certificates of Participation	30	DevFeeFund/General Fund	DevFeeFund/General Fund	11,994,282
General Obligation Bonds	29	Bond Fund	Bond Fund	195,300,646
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2016
TOTAL:				211,526,763

Type of Commitment (continued)	Prior Year (2015-16) Annual Payment (P & I)	Current Year (2016-17) Annual Payment (P & I)	1st Subsequent Year (2017-18) Annual Payment (P & I)	2nd Subsequent Year (2018-19) Annual Payment (P & I)
Capital Leases	356,349	392,270	410,958	399,297
Certificates of Participation	468,168	600,051	634,510	633,656
General Obligation Bonds	12,159,531	13,862,665	12,126,634	11,805,735
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2015-16) Annual Payment (P & I)	Current Year (2016-17) Annual Payment (P & I)	1st Subsequent Year (2017-18) Annual Payment (P & I)	2nd Subsequent Year (2018-19) Annual Payment (P & I)
Total Annual Payments:	12,984,048	14,854,986	13,172,102	12,838,688
Has total annual payment increased over prior year (2015-16)?		Yes	Yes	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

Funding has been set aside in General Fund and auxiliary funds (Developer Fees, Bond Funds) to meet District obligations

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

No

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

No

2. OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB actuarial accrued liability (AAL)	78,320,326.00	78,320,326.00
b. OPEB unfunded actuarial accrued liability (UAAL)	42,479,630.00	42,479,630.00

c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?

	Actuarial	Actuarial
d. If based on an actuarial valuation, indicate the date of the OPEB valuation.	Jul 01, 2015	Jul 01, 2015

3. OPEB Contributions

a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method

	Budget Adoption (Form 01CS, Item S7A)	First Interim
Current Year (2016-17)	8,169,923.00	8,169,923.00
1st Subsequent Year (2017-18)	8,169,923.00	8,169,923.00
2nd Subsequent Year (2018-19)	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)

Current Year (2016-17)	4,850,735.00	4,750,419.00
1st Subsequent Year (2017-18)	4,850,735.00	4,850,735.00
2nd Subsequent Year (2018-19)	4,850,735.00	4,850,735.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2016-17)	3,571,123.00	3,571,123.00
1st Subsequent Year (2017-18)	4,149,265.00	4,149,265.00
2nd Subsequent Year (2018-19)	4,456,674.00	4,456,674.00

d. Number of retirees receiving OPEB benefits

Current Year (2016-17)	259	246
1st Subsequent Year (2017-18)	259	259
2nd Subsequent Year (2018-19)	259	259

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No

- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

n/a

- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

n/a

2. Self-Insurance Liabilities

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs		
b. Unfunded liability for self-insurance programs		

3. Self-Insurance Contributions

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2016-17)		
1st Subsequent Year (2017-18)		
2nd Subsequent Year (2018-19)		

b. Amount contributed (funded) for self-insurance programs		
Current Year (2016-17)		
1st Subsequent Year (2017-18)		
2nd Subsequent Year (2018-19)		

4. Comments:

S8. Status of Labor Agreements

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2015-16)	Current 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	893.1	893.1	893.1

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2016-17)

1st Subsequent Year
(2017-18)

2nd Subsequent Year
(2018-19)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits	796,359		
	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
7. Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	9,637,029	9,637,029	9,637,029
3. Percent of H&W cost paid by employer	Capped @ \$13,254	Capped @ \$13,254	Capped @ \$13,254
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

No		
----	--	--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments		1,054,860	1,081,092
3. Percent change in step & column over prior year		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 interim and MYPs?

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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 interim and MYPs?			

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of classified (non-management) FTE positions	773.6	793.2	793.2	793.2

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

No

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Yes

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

n/a

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2016-17)

1st Subsequent Year
(2017-18)

2nd Subsequent Year
(2018-19)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

308,689

7. Amount included for any tentative salary schedule increases

	Current 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 interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
2,977,067	2,977,067	2,977,067
Capped @ \$9,999	Capped @ \$9,999	Capped @ \$9,999
0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
	440,596	444,896
	1.5%	1.5%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?

If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of management, supervisor, and confidential FTE positions	81.0	81.0	81.0	81.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year
(may enter text, such as "Reopener")

	Current 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			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

4. Amount included for any tentative salary schedule increases

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	728,390	728,390	728,390
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 & column adjustments
- Percent change in step and column over prior year

	Current 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 & column adjustments		158,751	160,800
Percent change in step and column over prior year		1.5%	1.5%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
Total cost of other benefits	62,012	62,012	62,012
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6. District offers uncapped health benefits to vested retirees hired prior to 2012

End of School District First Interim Criteria and Standards Review

SACS2016ALL Financial Reporting Software - 2016.2.0
 11/9/2016 2:30:17 PM

56-72538-0000000

First Interim
 2016-17 Projected Totals
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F = Fatal (Data must be corrected; an explanation is not allowed)
- W/WC = Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O = Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation: Provided - See Excel document

Checks Completed.

SACS2016ALL Financial Reporting Software - 2016.2.0
11/9/2016 2:25:44 PM

56-72538-0000000

First Interim
2016-17 Actuals to Date
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.

SACS2016ALL Financial Reporting Software - 2016.2.0
11/9/2016 2:25:55 PM

56-72538-0000000

First Interim
2016-17 Original 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

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION

FUND	RESOURCE	NEG. EFB
21	9010	-47,079,009.00

Explanation:Corrected in 1st Interim Budget

Total of negative resource balances for Fund 21 -47,079,009.00

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
21	9010	9790	-47,079,009.00

Explanation:Corrected in 1st Interim Budget

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

SACS2016ALL Financial Reporting Software - 2016.2.0
11/9/2016 2:28:34 PM

56-72538-0000000

First Interim
2016-17 Board Approved Operating 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

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION

<u>FUND</u>	<u>RESOURCE</u>	<u>NEG. EFB</u>
21	9010	-47,079,009.00
Explanation:Corrected in 1st Interim Budget		
Total of negative resource balances for Fund 21		-47,079,009.00

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>
21	9010	9790	-47,079,009.00
Explanation:Corrected in 1st Interim Budget			

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/7/16

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading X 2nd Reading _____

ANNUAL APPOINTMENT / RE-APPOINTMENT OF MEASURE R BOND OVERSIGHT COMMITTEE (Cline)

Proposition 39 requires that, within 60 days of the passage of a Bond, the District establish a Citizen's Oversight Committee to review bond expenditures to verify that the bond money is being spent according to the project list on the ballot. The Measure R Bond Oversight Committee (BOC) was established by the Oxnard School District Board of Trustees on October 17, 2012, and is presented herewith for the Board's annual review.

The BOC currently has a vacancy for a parent representative. Ms. Alyssa Maria, Elm School parent, has expressed a willingness to serve on the Committee. The administration recommends appointing Ms. Maria as the parent representative, and her name is submitted herewith for the Board's consideration.

Any proposed names for filling future vacancies on the Committee will be brought before the Board for approval as needed.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees review the current BOC membership and make a determination regarding:

1. appointing Ms. Alyssa Maria as a Parent Representative;
2. re-appointing the existing members of the Committee.

ADDITIONAL MATERIAL

Attached: Oxnard School District Bond Oversight Committee
Membership List (1 page)
Citizens' Bond Oversight Committee Bylaws (6 pages)

**OXNARD SCHOOL DISTRICT
MEASURE “R” CITIZENS’ BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS
DECEMBER 2016**

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
Lindholm, Nancy	Business Organization	President/CEO, Oxnard Chamber of Commerce	November 2018
Padilla, Jeannette	Senior Citizens’ Organization	AARP	October 2018
McLaughlin, Charles	Taxpayers’ Association	President, Aspen Helicopters	November 2018
Maria, Alyssa	Parent/Guardian	Parent, Elm School	December 2018
Vargas, Jessica	Parent/ Guardian PTA	Parent, Elm School; PTA President	November 2017
Hill Scott, Karen <i>(Committee Vice-Chair)</i>	Community At-Large	Parent, McAuliffe School; Owner, Hill Scott Homes	November 2018
Ward, Crittenden <i>(Committee Chair)</i>	Community At- Large	Community Member	January 2019



Measure “R” Citizens’ Bond Oversight Committee

Section 1. Establishment of the Committee. The Oxnard School District (the “District”) anticipates that it will be successful at the election to be conducted on November 6, 2012 (the “Election”) in obtaining authorization from the District’s voters to issue up to \$90,000,000.00 aggregate principal amount of the District’s general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the “Board of Trustees”) hereby establishes the Measure “R” Citizens Bond Oversight Committee (the “Committee”) in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the “Brown Act”) and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District’s expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to bond proceeds generated under the Measure “R” ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee’s review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the following duties:

3.1 Inform the Public. The committee shall inform the public concerning the District’s expenditure of bond proceeds.

3.2 Review Expenditures. The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3.3 Annual Report. The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee’s proceedings and activities for the preceding year.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of construction contracts;
- (b) Approval of construction change orders;
- (c) Appropriation of construction funds;
- (d) Handling of all legal matters;
- (e) Approval of construction plans and schedules;
- (f) Approval of the Deferred Maintenance Plan; and,
- (g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds ;
- (b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;
- (c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;
- (e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;
- (f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;
- (g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all “designated employees” of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on November 7, 2012. No member may serve more than three (3) consecutive terms. At the Committee’s first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

- (a) Appropriate local groups will be solicited for applications;
- (b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,
- (c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

- (a) Committee members shall not have the authority to direct staff of the District; and,
- (b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3 Procedures. All meetings shall be open to the public in accordance with the Brown Act, Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. **District Support.**

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,

(d) Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3 **No bond proceeds shall be used to provide District support to the Committee.**

Section 8. **Reports.** In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. **Officers.** The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

Section 10. **Amendment of Bylaws.** Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

Section 11. **Termination.** The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: December 7, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-I: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS X
- SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- SECTION D: ACTION X
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

PUBLIC HEARING CONCERNING A REQUEST FOR WAIVER OF THE BONDING CAPACITY LIMITATION OF THE OXNARD SCHOOL DISTRICT FOLLOWED BY CONSIDERATION OF A RESOLUTION AUTHORIZING SUBMISSION TO THE STATE BOARD OF EDUCATION OF A REQUEST FOR WAIVER (Morales/Cline)

State law limits the amount of general obligation bonds a non-unified school district, such as the District, may issue to an amount not exceeding 1.25% of the assessed valuation tax base of the district at the time of issuance. That limitation is generally referred to as the bonding capacity limit or the debt limit. On July 8, 2015, the State Board of Education approved a waiver that increased the District’s debt limit to 1.67% for a period until July 31, 2025 which enabled the District to sell additional bonds in 2015. Today, the District’s current outstanding debt is 1.46% of the District’s total assessed valuation and is in compliance with the 2015 waiver approval.

The District is expecting to issue an additional \$81 million of general obligation bonds from its newly authorized 2016 Election in order to continue funding its facilities program. In order to allow the District to issue this amount of new bonds, it will need an increase in its debt limit to 2.12% of the assessed valuation of property within the District.

The District’s financial advisor estimates that, if the 2.12% debt limit waiver is granted and the District issues an additional series of bonds in the amount of \$81 million, the amount of outstanding general obligation bonds will be below the statutory debt limit of 1.25% by fiscal year 2024-25.

At this time, the District wishes to request a waiver from the State Board of Education to increase its bonding capacity limit to 2.12%. Pursuant to Education Code section 33050, a public hearing must be held prior to the approval by the Board of Trustees of the District of a Resolution authorizing the District staff to submit a General Waiver Request to the State Board of Education.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board conduct a public hearing to satisfy the requirement that a public hearing be conducted on the issue of proposed waiver. It is the further recommendation of the Superintendent that, following the public hearing, the Board adopt Resolution #16-17 authorizing submission of a General Waiver Request to the State Board of Education.

ADDITIONAL MATERIAL

Attached: Notice of Public Hearing (1 page)
Resolution # 16-17 (2 pages)

DISTRICT GOALS

GOAL THREE: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

NOTICE OF PUBLIC HEARING REGARDING SCHOOL BOND WAIVER REQUEST BY THE OXNARD SCHOOL DISTRICT

Notice is hereby given pursuant to California Education Code Section 33050 that a public hearing will be held by the Board of Trustees of the Oxnard School District (the “District”) at a regular meeting on December 7, 2016, at the hour of 7:00 p.m. or as soon thereafter as convenient, in the Board Room which is located at 1051 So. “A” Street, Oxnard, California 93030.

The purpose of said hearing is to receive public comment regarding whether the District should apply to the State Board of Education for a waiver of the 1.25% assessed valuation bonding capacity limit, for the purpose of issuing general obligation bonds under its voter approved bond measures. For information in advance of the meeting, contact the District’s Office of Business and Fiscal Services at (805) 385-1501 Ext. 2401. Any interested persons may appear and be heard at the public hearing.

RESOLUTION NO. 16-17

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT MAKING A DETERMINATION TO
SUBMIT A WAIVER REQUEST TO THE CALIFORNIA STATE
BOARD OF EDUCATION WITH RESPECT TO CERTAIN
PROVISIONS OF THE EDUCATION CODE RELATING TO THE
ISSUANCE OF GENERAL OBLIGATION BONDS, AND
APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Oxnard School District (the "District") has obtained voter approvals to issue general obligation bonds pursuant to elections held in the District (the "Authorizations"); and

WHEREAS, pursuant to the Authorizations, the District has issued and expects to issue in the future general obligation bonds; and

WHEREAS, certain provisions of the California Education Code limit the amount of outstanding bonded indebtedness an elementary school district may have outstanding to 1.25% of the taxable property of the school district, which currently limits the ability of the District to issue bonds needed for school projects pursuant to the Authorizations; and

WHEREAS, the District has determined at this time to request from the State Board of Education, pursuant to the provisions of California Education Code Sections 33050 and following (the "Waiver Law"), a waiver of the application of certain sections of the California Education Code in connection with the issuance of bonds pursuant to the Authorizations in order to issue all of the bonds authorized by District voters under the Authorizations and provide financing for school facility projects; and

WHEREAS, as required pursuant to Education Code Section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following public notices by publication and posting;

NOW, THEREFORE, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the Board of Trustees so finds.

Section 2. Determination to File Waiver Request. The Board of Trustees hereby determines that it is in the best interests of the District to apply to the State Board of Education pursuant to the Waiver Law for a waiver of those portions of Education Code Sections 15102 and 15268 which require that the aggregate amount of general obligation bonds issued by the District may not exceed 1.25% of the taxable property of the District as shown by the last equalized assessment of Ventura County in order to provide for the issuance of all authorized bonds pursuant to the Authorization. The Superintendent and the Deputy Superintendent, Business and Fiscal Services, are both hereby separately authorized to complete, execute and file the waiver request and any

other related forms with the State Board of Education in the forms required by the State Board, and to take all necessary actions in connection therewith.

Section 3. Official Actions. The President of the Board, the Superintendent, the Deputy Superintendent, Business and Fiscal Services and other officers of the District, are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District, this 7th day of December, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees of
Oxnard School District

Clerk of the Board of Trustees
Oxnard School District

Regular Board Meeting
October 19, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, October 19, 2016, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Debra M. Cordes, Ernest “Mo” Morrison, Denis O’Leary and Albert Duff Sr. 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

Kevin Mancera, 5th grader in Ms. Megan Young’s class, student at Harrington School lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Destiny Guerrero, 5th grader in Ms. Katie Crossett’s class, student at Harrington School read the District’s Vision and Mission Statements in English and Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Mr. Luis Ramirez, Principal at Harrington School, the Academy of Environmental Sciences and The Arts provided two video presentations produced by students and staff.

PRESENTATION BY ELM SCHOOL

President Robles-Solis thanked the students, parents 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 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

A.6 Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Ms. Debra West, Project Director, MSAP (Magnet Schools Assistance Program), who provided a detailed report on Project Based Learning. PBL is a pedagogy that is designed to engage students in real-world application of core content knowledge.

STUDY SESSION PROJECT BASED LEARNING

Following discussion, the Board thanked Ms. Freeman and Ms. West for the report.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 19, 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, 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.

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.

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Director, English Learner Services
- PUBLIC EMPLOYEE(S) EVALUATION:
 - Deputy/Assistant Superintendents

A.8 Trustees convened to closed session at 6:03 p.m. until approximately 6:59 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Robles-Solis reported there was no reportable action taken during closed session. REPORT ON CLOSED SESSION

B.1 Clerk Cordes read the Rules For Individual Presentations in English and in Spanish. RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees: PUBLIC COMMENT

- Francisco Barba, retired administrator, found the PBL presentation interesting and concerned with the effects to citizens passing Measure D will bring.

The following items on the consent agenda were approved on motion by Trustee O’Leary seconded by Trustee Duff, and carried on a roll call vote of 5-0, as presented. CONSENT AGENDA (Motion #16-36)

C.1 Approved the following agreements: (Approval of Agreements)
Academic:

- #16-139 with Ocean View School District for the purpose of OSD, providing Early Learning and Family Strengthening Services to families with prenatal to 5 year olds living in the Ocean View School District, November 1, 2016 through June 30, 2017; Ocean View School District will reimburse OSD \$79,424.00;
- #16-144 with Butte County Office of Education/California Mini-Corps, to provide Migrant students in our district with tutoring services for the 2016-2017 fiscal year; at no cost to the District.

Enrichment:

- #16-141 with Ventura County Arts Council, to provide music lessons at Rose Avenue School for the 2016-2017 school year; amount not to exceed \$5,760.00, to be paid with Site Allocated General Funds – Targeted.

Special Education:

- #16-145 with Children’s Therapy Network Inc., to provide supplemental staffing to the Oxnard School District on an “as needed” basis, October 19, 2016 through July 30, 2017; billed cost will be “as needed” based on the Fee Schedule, to be paid with Special Education Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

Special Education:

- Amendment #1 to Agreement #16-43 with Assistance League School, to provide nonpublic school services for Students MC010711, AL092711, CR080611, GH052311, and KM110311 for the 2016-2017 school year, including Extended School year; actual cost for services has not changed, amendment is necessary to reflect a correction to the students receiving services;
- #16-135 with Assistance League School, to provide nonpublic school services for Students AH082913, AM082113 and NV010312 for the 2016-2017 school year, including Extended School year; amount not to exceed \$28,260.00, to be paid with Special Education Funds;
- #16-136 with Assistance League School, to provide nonpublic school services for Student FB110110 for the 2016-2017 school year, including Extended School year; amount not to exceed \$9,600.00, to be paid with Special Education Funds;
- #16-142 with Ventura County Office of Education, to provide exceptional services for special education students AA120506, EC092902, ME011011, MG021504, BL091503, OL083008, AR080310, KR071607, and PY010904, that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2016-2017 school year, including Extended School year; amount not to exceed \$225,939.49, to be paid with Special Education Funds.

Facilities:

- Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project 2016; amount not to exceed \$5,640.00, to be paid with Measure R Bond Funds.

C.3 Approved the request to have Ms. Lorena Arroyo as CAC parent representative for our District for 2016-2017 and 2017-2018 school years.

(Approval of SELPA Community Advisory Committee (CAC) Representative For Oxnard School District)

C.4 Approved the 2016-2017 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

(Approval of the 2016-2017 Quarterly Report On Williams Uniform Complaints, First Quarter)

C.5 Ratified Field Contract #FC-P17-01825, for the emergency repairs of the Elm School Sewer; amount not to exceed \$26,000.00 with C&M Backflow/Plumbing, to be paid with Routine Restricted Maintenance Funds.

(Ratification of Field Contract #FC-P17-01825 – C&M Backflow/Plumbing)

- C.6 Awarded Bid #16-01 Harrington School Fencing Project 2016 to Fence Factory and enter into Agreement #16-140; amount not to exceed \$143,000.00, to be paid with Measure R Bond Funds. (Award of Formal Bid #16-01 and Approval of Agreement #16-140 for Harrington School Fence Project 2016)
- C.7 Approved WAL #3 for Master Agreement #13-154 with NV5 West; lump sum fixed fee of \$8,886.00, to be paid with Measure R Bond Funds. (Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016)
- C.8 Approved WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five; lump sum fixed fee of \$7,040.00, to be paid with Measure R Bond Funds. (Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016)
- C.9 Ratified no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project; change incorporates language change to Section 10 of Agreement #15-198 and also a change to the start date of the project construction activities at no additional cost to the district. (Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project)
- C.10 Agreed to reject York Claims on the advice of the Joint Powers Authorities (JPA): #VCBA07398A1 and VCBA07445A2. (Rejection of Liability Claims: VCBA07398A1 and VCBA07445A2)
- C.11 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 District Enrollment Center Manager, position number 7906, to be established in the Pupil Services department. This position will be established to provide support for the Enrollment Center.
 - An eight hour, 210 day School Office Manager, position number 7915, to be established at San Miguel School. This position will be established to provide support.
 - A five hour and forty-five minute, 183 day Paraeducator II, position number 7914, to be established in Special Education department. This position will be established to provide additional support.
 - A five hour and forty-five minute, 183 day Paraeducator III, position number 7902, to be established in Special Education department. This position will be established to provide additional support
 - A five hour and forty-five minute, 183 day Paraeducator III, position number 7903, to be established in Special Education department. This position will be established to provide additional support.

FISCAL IMPACT:

Cost for District Enrollment Center Manager-\$107,712 General

Cost for School Office Manager-\$69,638 General

Cost for Para II-\$26,453.00 General

Cost for Para III-\$27,141.00 Special Ed.

Cost for Para III-\$27,141.00 Special Ed.

C.12 Personnel Action:

(Personnel Actions)

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

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Ambriz, Gabriela	Temp. Elementary Support Teacher, Drifill	October 5, 2016
Andrea Bleecher	Temp. Speech/Language Specialist, Pupil Services	September 30, 2016
Laura Christian	Temp. Speech/Language Specialist, Pupil Services	September 19, 2016
Sandra Stevenson	Temp. Teacher, Kindergarten SEI, Brekke	September 20, 2016
Diana Aldapa-Fonseca	Substitute Teacher	2016/2017 School Year
Antonia Arevalo	Substitute Teacher	2016/2017 School Year
Gwendolyne Boden	Substitute Teacher	2016/2017 School Year
<u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)</u>		
Diana Brooks		10/05/2016
Eloise Vinton		09/29/2016
<u>Retirement</u>		
Douglas DuBois	MSAP Site Coordinator, Frank	10/08/2016
<u>Leave of Absence</u>		
Adriana Ramos	Teacher, Spanish, Fremont	August 1, 2016 – July 30, 2017
<u>Resignation</u>		
Martha Diazconti	Teacher, Special Education E/C, San Miguel	10/04/2016

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 classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>Limited Term</u>		
Gomez, Rebecca	Paraeducator	10/03/2016
Vazquez Guzman, Adriana	Clerical	09/14/2016
Watson, Terry	Paraeducator	09/23/2016

Exempt

Cruz, Giselle	Campus Assistant	08/18/2016
Esparza, Lydia	Campus Assistant	09/23/2016
Garcia Nicacio, Alejandra	Campus Assistant	09/02/2016
Gonzalez, Orlando	Campus Assistant	08/20/2016
Guerrero, Ashley	Campus Assistant	08/30/2016
Luis, Ray	Campus Assistant	09/28/2016
Ochoa, Cassandra	Campus Assistant	08/30/2016
Ojeda Jr., Martin	Campus Assistant	09/28/2016
Pleitez-Cruz, Jonathan	Campus Assistant	09/28/2016
Reveles, Isabel	Campus Assistant	08/29/2016
Rios, Maria	Campus Assistant	09/22/2016
Romero, Vanessa	Campus Assistant	08/31/2016

Transfer

Garibay, Christina	Administrative Assistant, Position #7098 Special Education 8.0 hrs./246 days Administrative Assistant, Position #560 Educational Services 8.0 hrs./246 days	10/10/2016
Gonzalez, Maria Irene	Administrative Assistant, Position #5422 Certificated Human Resources 8.0 hrs./246 days Administrative Assistant, Position #7098 Special Education 8.0 hrs./246 days	10/10/2016

D.1 Ms. Robin Freeman, Assistant Superintendent, Educational Services informed the Board she would review the item following public comments.

APPROVAL OF THE ENGLISH LEARNER MASTER PLAN

- Ana Del Rio-Barba, former Board Member, concerned that the English Learner Master Plan was not included in the agenda for review and not ready for approval; and Goals & Objectives have no timeline and specifically how will you improve communication with parents;
- Elsa Zavala, Parent, stated she attended the September meeting where the parents requested changes and to move the plan forward for the students; also to manage all schools equally, all students should receive the same education and services throughout the district.

Public Comment:

Ms. Robin Freeman provided a summary which included a timeline, committee members and stakeholders involved in developing the plan and the three goals. She reported that the Governing Board reviewed the plan on August 24, 2016 and the DELAC Committee reviewed it on September 15th and September 29th, 2016. The next steps would be to provide professional development to all staff to implement the plan.

Following a lengthy discussion, Trustee O’Leary motioned to table the item until the next board meeting; motion failed for lack of a second.

(Motion Failed #16-37)

(Motion #16-38)

On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote; the Board of Trustees approved the English Learner Master Plan, as presented.

D.2 Dr. Cesar Morales, District Superintendent, presented the Board of Trustees/ Superintendent Vision & Mission Statements and the Goals & Objectives for 2016.

APPROVAL OF BOARD OF TRUSTEES/ SUPERINTENDENT VISION & MISSION STATEMENTS AND GOALS & OBJECTIVES FOR 2016-2017

- Ana Del Rio-Barba, former Board Member, concerned there was no timeline and how would this measure results.
- Francisco Barba, retired Administrator, concerned no timeline, how to measure results, and what is the relationship in reading for student proficiency.

Public Comment:

Following discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the Board of Trustees/Superintendent Vision & Mission Statements and the Goals & Objectives for 2016-2017.

(Motion #16-39)

E.1 On motion by Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0, the Board of Trustees approved the minutes of regular and special board meetings, as submitted.

APPROVAL OF BOARD MINUTES (Motion #16-40)

- June 1, 2016, regular board meeting
- June 22, 2016, special board meeting
- September 21, 2016, regular board meeting
- October 5, 2016, regular board meeting

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

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Cline
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Dr. Cesar Morales:

SUPERINTENDENT ANNOUNCEMENTS

- Recognized Jessy Tapia, Program Director of the Afterschool Program who was selected as one of six recipients for this year for the California Expanded Learning Emerging Leadership Award and honored by State Superintendent of Public Instruction, Tom Torlakson on October 20, 2016 in Sacramento.
- Announced that a Magic Show fundraiser for After School Program was scheduled for Friday, October 28, 2016 at the Oxnard Performing Arts Center.
- Thanked Harrington administration for showcasing their students and bridging instruction with art and music, he thanked Ms. Mary Curtis for her leadership, and thanked administration for the presentation on Project Based Learning (PBL).

- Reported he participated on a panel during the Growing Up Locked Down (GULD) Juvenile Justice Conference on Friday, October 14, 2016 at Oxnard College.
- In conclusion, he shared highlights for the week from different school's sites.

Mr. Albert Duff Sr.:

- Reported he was out of town attending a family funeral.

Mr. Denis O'Leary:

- Reported on Wednesday, October 12th he was on a panel for a scholarship program through the Mexican Consulate which distributed \$40,000.00 in scholarships to Oxnard and Santa Barbara recipients.
- Requested to discuss class size reduction.
- Sent his condolences to the family of Tony Gray.

Mr. Ernest Morrison:

- Reported he participated in the judging of student art work for the PTA Reflection Art Contest.
- Reported he had an opportunity to read to third graders at Driffill School; he read the story of the wolf and the three little pigs.
- Recognized the Superintendent for being selected as a finalist for Education Week nomination as a "Leader To Learn From".

Mrs. Debra M. Cordes:

- Reported she was also out of town.
- She stated the meeting last week regarding the districts goals and objectives went very well and stated she appreciated Dr. Morales hard work, commitment and passion for all of the students of the community.
- She encouraged everyone to follow student suit and be kind to each other. Stating everyone is working together and with strong leadership the test scores will meet the goals of the district.

Mrs. Veronica Robles-Solis:

- Reported she has already seen the teachers using the English Learner Master Plan and looked forward to seeing it move forward and implemented.
- Stated she appreciated receiving the school bulletins in the Board's Weekly Transmittal and shared that the schools are providing many different workshops and events for the parents and students to attend. She thanked the schools for providing this service.
- Reported she drove by Lemonwood School and the framing had gone up, it was exciting to see the development of the school project.

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

There being no further business, on motion by Trustee Morrison, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 9:03 p.m.

TRUSTEE
ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
October 19, 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

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **December 7, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

UNIFORM COMPLAINT PROCEDURES – BP and AR 1312.3: Revision (Vaca)

The policy and regulation have been updated to meet Federal Program Monitoring (FPM) requirements.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy and regulation, as presented.

ADDITIONAL MATERIAL(S):

BP 1312.3 Uniform Complaint Procedures (six pages)

AR 1312.3 Uniform Complaint Procedures (seven pages)

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, and bullying, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR ~~4620~~ 4600-4670) A complaint may also be filed regarding violations of state laws or regulations related to pupil fees.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing consolidated categorical aid programs ~~migrant education, child care and development programs, child nutrition programs, and special education programs~~, *after school education and safety programs, tobacco use prevention education, compensatory education, Every Child Succeeds Act/No Child Left Behind, migrant education, child care and development programs, child nutrition programs, and special education programs and any other district-implemented program which is listed in Education Code 64000(a).* (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
~~*(cf. 6178 - Career Technical Education)*~~
~~*(cf. 6178.1 - Work Based Learning)*~~
~~*(cf. 6178.2 - Regional Occupational Center/Program)*~~
~~*(cf. 6200 - Adult Education)*~~

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222).

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610).

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075).

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2).

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2).

(cf. 6173 - Education for Homeless Children)

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the

UNIFORM COMPLAINT PROCEDURES (continued)

student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3).

(cf. 6152 - Class Assignment)

9. ~~Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223).~~

(cf. 6142.7 - Physical Education and Activity)

- 9 ~~10~~. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

- 10 ~~11~~. Any other complaint as specified in a district policy

The Board prohibits any form of retaliation against any complainant in the complaint process. The Board shall ensure that complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying, will remain confidential as appropriate. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedure, whenever all parties to a complaint agree to try to resolve the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and misassignments

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedure

35186 Williams uniform complaint procedure

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career-technical education

52500-52616.24 Adult schools

52800-52870 School-based coordinated programs

54000-54028 Economic impact aid programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 consolidated application process

UNIFORM COMPLAINT PROCEDURES (continued)

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Sections 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

UNIFORM COMPLAINT PROCEDURES (continued)

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

U.S. Department of Justice: <http://www.justice.gov>

Policy

Adopted: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;

January 18, 2017

OXNARD SCHOOL DISTRICT

Oxnard, California

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

This document presents information about how the Oxnard School District processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, which may include an allegation of unlawful discrimination, harassment, intimidation, and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or allegations of unlawful discrimination, harassment, intimidation, and bullying in programs and activities funded directly by the state or receiving any financial assistance from the state. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.

Programs or activities in which the Oxnard School District receives state or federal funding are:

- Consolidated Categorical Aid Programs
- Migrant Education
- Child Care and Developmental Programs
- Child Nutrition Programs
- Special Education Programs
- Safety Planning Requirements

This document also applies to the filing of complaints which allege unlawful discrimination (such as harassment, intimidation, and bullying) or retaliation against any protected group, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Dept. of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

UNIFORM COMPLAINT PROCEDURES (continued)

- 2. Health and safety complaints regarding a Child Development Program shall be referred to Dept. of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
- 3. Employment discrimination complaints shall be sent to the State Dept. of Fair Employment and Housing (DFEH).
- 4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

The responsibilities of the Oxnard School District

The Oxnard School District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.

Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. We submitted our UCP policies and procedures to our local governing board for approval and adoption (see the top of this document for final adoption date).

The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:

Name or title: Assistant Superintendent, Human Resources and Support Services

Address: 1051 South A Street, Oxnard, CA 93030

Phone Number: (805) 385-1501 ext. 2050

We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.

We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

UNIFORM COMPLAINT PROCEDURES (continued)

Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

Our UCP Annual Notice shall also advise that the U.S. Department of Education Office for Civil Rights (“OCR”) is a resource available to complainants to resolve discrimination complaints. The OCR can be contacted at:

San Francisco Office
Office for Civil Rights
U.S. Department of Education
50 Beale Street, Suite 7200
San Francisco CA 94105-1813
Telephone: 415-486-5555
FAX: 415-486-5570; TDD: 1-800-877-8339
Email: ocr.sanfrancisco@ed.gov

A copy of this UCP complaint policies and procedures document shall be available free of charge.

Filing a complaint with the Oxnard School District

Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, complaints regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program.

An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying, shall be initiated by filing a complaint no later than six months from the date the alleged violation of discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged violation of discrimination, harassment, intimidation, and bullying.

The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by our superintendent or his or her designee for good

UNIFORM COMPLAINT PROCEDURES (continued)

cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

An investigation regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, shall be initiated by filing a complaint no later than one year from the date the alleged violation occurred.

The complaint shall be filed by one who alleges that he or she has personally suffered a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying prohibited by this part.

An investigation of a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges *or any requirement related to the LCAP* may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. *A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred.* (Education Code 49013, 52075; 5 CCR 4630)

~~If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them of pupil fees paid within one year prior to the filing of the complaint (Education Code 49013).~~

If we find merit in a pupil fees, LCAP, and/or a Course Period without Educational Content complaint, we shall provide a remedy. Specifically, in Course Period without Educational Content complaints, the remedy shall go to the affected pupil. In LCAP and pupil fee complaints, the remedy shall go to all affected pupils, parents and guardians, which in the case of pupil fees, also includes reasonable efforts by us to ensure full reimbursement to all affected pupils, parents and guardians subject to procedures established through regulations adopted by the state board.

UNIFORM COMPLAINT PROCEDURES (continued)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in accordance with our UCP policies and procedures and prepare a written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.

The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Oxnard School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The Decision should contain:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal our LEA Decision *of a UCP complaint regarding all specified federal and state educational programs subject to the UCP* to the District Superintendent or CDE, and

UNIFORM COMPLAINT PROCEDURES (continued)

(vii) procedures to be followed for initiating an appeal to the District Superintendent or CDE.

Specifically, a complainant may appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the District Superintendent within 15 days of the issuance of the Decision. The complainant shall specify the reason(s) for appealing the Decision to the Superintendent and include a copy of the Decision. The Superintendent, or his/her designee, shall issue a final written letter of findings to the complainant regarding the disposition of the appeal and rationale for the disposition.

Additionally, any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

The written appeal shall specify the reason(s) for appealing the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and include a copy of the Decision. (5 CCR 4632).

The California Department of Education can be contacted at:

Office of Equal Opportunity
California Department of Education
1430 N Street
Sacramento CA 95814
Phone: 916-445-9174
Facsimile: 916-324-9818

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint

UNIFORM COMPLAINT PROCEDURES (continued)

6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

State and Federal Laws cited:

1. 34 Code of Federal Regulations [CFR] §§ 300.510-511
2. California Code of Regulations [CCR] Title 5 §§ 4600–4687
3. California Code of Regulations [CCR] Title 5 § 4610(b)
4. California Code of Regulations [CCR] Title 5 § 4622
5. California Code of Regulations [CCR] Title 5 §§ 4630–4631
6. California Education Code [EC] §§ 200, 220, 262.3
7. California Education Code [EC] § 262.3(d)
8. California Education Code [EC] § 35186
9. Government Code [GC] §§ 11135, 11138

Regulation

approved: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;

January 18, 2017

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **December 7, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

**WILLIAMS UNIFORM COMPLAINT PROCEDURES – AR 1312.4 and E(2) 1312.4:
Revision (Vaca)**

The policy regulation and exhibit have been updated to meet Federal Program Monitoring (FPM) requirements.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised regulation and exhibit, as presented.

ADDITIONAL MATERIAL(S):

AR 1312.4 Williams Uniform Complaint Procedures (five pages)

E(2) 1312.4 Williams Uniform Complaint Procedures (three pages)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials
 - a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A pupil does not have access to textbooks or instructional materials to use at home or after school.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Teacher vacancy or misassignment
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

(cf. 4112.22 - Staff Teaching Pupils of Limited English Proficiency)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Open restroom means, except as necessary for pupil safety or to make repairs, the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. (Education Code 35292.5)

~~4. High school exit examination intensive instruction and services~~

~~A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186)~~

~~(cf. 6162.52 High School Exit Examination)~~

~~(cf. 6179 Supplemental Instruction)~~

Filing of Complaint

A complaint alleging any condition(s) specified in items #1-3 above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

A complaint alleging any deficiency specified in item #4 above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)

The school shall have a complaint form available for such Williams Complaints.

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

~~If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Board of Trustees at a regularly scheduled meeting. A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.~~ (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

Forms and Notices

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. However, complainants need not use the district's Williams complaint form in order to file a complaint. (Education Code 35186)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

Legal Reference:

EDUCATION CODE

1240 *County superintendent of schools, duties*

17592.72 *Urgent or emergency repairs, School Facility Emergency Repair Account*

33126 *School accountability report card*

35186 *Williams uniform complaint procedure*

35292.5 *Restrooms, maintenance and cleanliness*

37254 *Supplemental instruction based on failure to pass exit exam by end of grade 12*

48985 *Notice to parents in language other than English*

60119 *Hearing on sufficiency of instructional materials*

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures, especially:*

4680-4687 *Williams complaints*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the lack of opportunity to receive intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No

Contact Information:

Name: _____

Address: _____

Phone Number: Day: _____ Evening: _____

E-mail address, if any: _____

Location of the problem that is the subject of this complaint:

School: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Date problem was observed: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- 1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
 - A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

- A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
 - Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4681)
- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
 - A teacher lacking credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
3. Facility conditions: (Education Code 35186, 35292.5; 5 CCR 4683)
- A condition exists that poses an emergency or urgent threat to the health or safety of pupils or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition.
 - A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
 - The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when closing of the restroom is necessary for pupil safety or to make repairs.
4. ~~High school exit exam intensive instruction and services: (Education Code 35186)~~
- ~~Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.~~

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of pupils or staff.

Please file this complaint at the following location:

(principal or title of designee of the Superintendent)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(signature)

(date)

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **December 7, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

**BUSINESS and NONINSTRUCTIONAL OPERATIONS: DISTRICT RECORDS – AR 3580:
Revision (Vaca)**

The regulation has been updated to meet Federal Program Monitoring (FPM) requirements.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised regulation, as presented.

ADDITIONAL MATERIAL(S):

AR 3580 Business and Noninstructional Operations: District Records (four pages)

DISTRICT RECORDS

Classification of Records

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

(cf. 1340 - Access to District Records)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

(cf. 3440 - Inventories)

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

(cf. 5125 - Student Records)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
 - a. Official budget
 - b. Financial reports of all funds, including cafeteria and student body funds

DISTRICT RECORDS (continued)

- c. Audit of all funds
- d. Average daily attendance, including Period 1 and Period 2 reports
- e. Other major annual reports, including:
 - (1) Those containing information relating to property, activities, financial condition, or transactions
 - (2) Those declared by Board of Trustees minutes to be permanent

(cf. 3100 - Budget)

(cf. 3452 - Student Activity Funds)

(cf. 3460 - Financial Reports and Accountability)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

2. Official Actions

- a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only
- b. The call for and the result of any elections called, conducted, or canvassed by the Board
- c. Records transmitted by another agency pertaining to its action with respect to district reorganization

(cf. 7214 - General Obligation Bonds)

(cf. 9324 - Minutes and Recordings)

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as Class 1 (Permanent) and the detailed records may then be classified as Class 3 (Disposable).

Information of a derogatory nature as defined in Education Code 44031 shall be Class 1 (Permanent) only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

DISTRICT RECORDS (continued)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)

4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. This includes any related policy of liability insurance except that these records cease to be Class 1 (Permanent) one year after the claim has been settled or the statute of limitations has expired.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

(cf. 5143 - Insurance)

5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as Class 1 (Permanent). The detailed records may then be classified as Class 3 (Disposable) if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, the amount paid, and comparable data if the unit is disposed of.

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Class 2 - Optional Records

Any record considered temporarily worth keeping, but which is not a Class 1 record, may be classified as Class 2 (Optional) and shall be retained until it is reclassified as Class 3 (Disposable). If by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified Class 2 (Optional) pending further review and classification within one year. (5 CCR 16024)

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) shall be classified as Class 3 (Disposable). These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent); and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

DISTRICT RECORDS (continued)

All Class 3 (Disposable) records shall be destroyed during the ~~third~~ *fifth* school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the ~~third~~ *fifth* school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as Class 3 (Disposable). (5 CCR 16026, 16027)

(cf. 5113.2 - Work Permits)

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 12/7/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading X 2nd Reading _____

**Board Policy Revisions Regarding Intradistrict and Interdistrict Transfers
- BP 5116.1, AR 5116.1, BP 5117, AR 5117 (Freeman/Ridge)**

The attached Board policy revisions are recommendations based upon regular updates from the California School Boards Association as well as other District procedures in line with the Board's direction and guidelines provided in Board Resolution No. 15-22 on December 9, 2015. In this Resolution, the Board provided clarity in regard to the TK / K registration process for the 2016 – 2017 school year. Board Resolution No. 15-22 guided the process to include priority upon students with siblings as well as students from within the local attendance area. The attached revisions would compile these priorities into current Board Policy and Administrative Regulation.

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 the attached revisions to:

- BP 5116.1
- AR 5116.1
- BP 5117
- AR 5117

ADDITIONAL MATERIAL:

- BP 5116.1 (3 pages)
- AR 5116.1 (10 pages)
- BP 5117 (4 pages)
- AR 5117 (5 pages)

INTRADISTRICT OPEN ENROLLMENT

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5117 - Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

(cf. 5111.12 – Residency Based o Parent/Guardian Employment)

(cf. 5111.13 – Residency for Homeless Children)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)

(cf. 5118 - Open Enrollment Act Transfers)

2. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

3. Any student who is a victim of a violent crime while on school grounds (20 USC 7912)

4. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)
 - a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, social worker, or a properly licensed or registered professional such as a psychiatrist, psychologist, or marriage and family therapist
 - b. A court order, including a temporary restraining order and injunction
5. ~~Any sibling of a student already in attendance in that school~~
6. ~~Any student whose parent/guardian is assigned to that school as his/her primary place of employment~~

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between *the first Monday in February and the first Monday in March* of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

For all other applications for enrollment from outside a school's attendance area, ~~Except for priorities listed above,~~ the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education code 35160.5)

(cf. 5116 – School Attendance Boundaries)

Transportation

Except as required for students who transferred out of a Title I program improvement school, ~~the district shall not be obligated to provide transportation for students who attend school outside their attendance area.~~

~~(cf. 3250—Transportation Fees)~~

~~(cf. 3540—Transportation)~~

Legal Reference: (see next page)

BP 5116.1(c)

INTRADISTRICT OPEN ENROLLMENT (continued)

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6311 State plans

7912 Transfers from persistently dangerous schools

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Public School Choice FAQs

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Unsafe School Choice Option, May 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: January 18, 2017

Oxnard School District
CSBA MANUAL MAINTENANCE SERVICE
Oxnard, CA. July 2016

INTRADISTRICT OPEN ENROLLMENT

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. ~~In making the determination that a~~ *determining whether a* student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident *on a case-by-case basis* and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Upon receipt of notification from the California Department of Education (CDE) that a ~~district~~ school has been designated as "persistently dangerous," the Superintendent or designee shall ~~provide~~ *notify* parents/guardians of ~~students attending the school with the following notifications~~ *the school's designation*:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within ~~20~~ 10 days of receipt of the notification from CDE, notice of the option to transfer their child

(cf. 0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written ~~request~~ *notification* to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the

INTRADISTRICT OPEN ENROLLMENT (continued)

AR 5116.1(b)

parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

(cf. 5117 - Interdistrict Attendance)

Other Intradistrict Open Enrollment

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment *pursuant to Education Code 35160.5*:

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open enrollment applications shall be available at each school site, the district office, and on the district's web site.
2. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.
3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
4. Approved applicants must confirm their enrollment within ~~10~~ 5 school days.

~~Any student who, prior to the 2016-17 school year, was granted a transfer out of a Title I school that had been identified for program improvement shall be allowed to remain in the school of enrollment until he/she completes the highest grade offered at that school.~~

(cf. 0520.2 - Title I Program Improvement Schools)

~~A student granted intradistrict enrollment under other circumstances shall not be required to reapply for readmission but may be subject to displacement due to excessive enrollment.~~

Once enrolled, a student shall not be required to reapply for readmission. However, the students may be subject to displacement due to excessive enrollment.

AR 5116.1(c)

INTRADISTRICT OPEN ENROLLMENT (continued)

Any complaints regarding the ~~open~~ enrollment process shall be submitted in accordance with the “*Appeal of Decision*” section listed below in this administrative regulation. ~~applicable complaint procedure.~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance

~~(cf. 5111.1 - District Residency)~~

~~(cf. 5111.12 – Residency Based on Parent/Guardian Employment)~~

~~(cf. 5111.13 – Residency for Homeless Children)~~

~~(cf. 5118 – Open Enrollment Act Transfers)~~

2. Program options offered within local attendance areas
3. A description of any special program options available on both an interdistrict and intradistrict basis
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied
5. A district application form for requesting a change of attendance
6. The explanation of attendance options under California law as provided by the CDE

~~(cf. 5145.6 – Parental Notifications)~~

Capacity

The capacity of each school will be estimated by March 1 of the preceding school year based on facility size, enrollment projections, transfer requests, and the contractual staffing ratios. Final capacity for the year will be established on the sixth school day.

INTRADISTRICT OPEN ENROLLMENT (continued)

Space Available

Whereas most parents prefer to have their children attend the school closest to their home, space availability for students not residing within the attendance boundary of the requested school is defined as follows:

Elementary

- *Enrollment in K-1 classes is less than 20 students*
- *Enrollment in 2-3 classes is less than 27 students*
- *Enrollment in 4-5 classes is less than 32 students*

Secondary

- *The student can receive an appropriate 6-period program without taking the last space in any class.*

Process for Intradistrict Transfer Requests:

Parents or guardians whose child lives in the District boundaries and who want their child to attend a school other than their neighborhood school, shall complete an Intradistrict Transfer Request form and submit it to the Enrollment Center located at 925 South A Street, Oxnard, CA 93030 no later than 5:00 p.m. on the first Monday in March annually preceding the upcoming school year. Intradistrict Transfer Requests will be accepted between the first Monday in March and the first Monday in February and March annually. Approval of Intradistrict Transfer Requests will be based on the availability of space and staffing ratios at the requested school. If there are more applicants than space available, then applicants will be selected by a random drawing. Applicants will be notified of the status of their applications no later than May 30 annually preceding the upcoming school year.

Priority for Intradistrict Transfer Requests shall be considered after priority for enrollment as described in Oxnard School District Board Policy 5116.1:

1. *Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)*

(cf. 5118 - Open Enrollment Act Transfers)

INTRADISTRICT OPEN ENROLLMENT (continued)

2. *Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)*

(cf. 0450 - Comprehensive Safety Plan)

3. *Any student who is a victim of a violent crime while on school grounds (20 USC 7912)*

Intradistrict Transfer Requests received by the application deadline will be approved OR placed on a "wait list" in the order determined by a random lottery. Wait lists will be maintained for the duration of the school year. No students who apply after the application deadline will be approved for transfer until the wait list for school and grade level have been exhausted.

Priority for Intradistrict Transfer Request Approval

Priorities 1 through 5 below refer to Intradistrict Transfer Requests that are Oxnard School District resident students (except as noted in priority 6 below) and shall be granted as follows for requests received by the first Monday in March lottery deadline:

1. *Student is current enrollee of the school.*
2. *Student is sibling of current enrollee and the siblings will be concurrently enrolled.*
3. *Student requesting to transfer to his/her neighborhood school, based on student's address of residence.*
4. *Student is new enrollee residing within the school's attendance area.*
5. *Student is requesting to attend a school as a preference.*

Multiples (twins, triplets) will receive the same lottery number. This does not apply to other siblings.

Only one Intradistrict Transfer Requests will be permitted per school year, and only two schools may be requested per application.

INTRADISTRICT OPEN ENROLLMENT (continued)

Late Intradistrict Transfer Requests submitted outside the application window will be accepted and will be given priority after all other Intradistrict Transfer Requests. None of the enrollment priorities outlined above are available with late applications. Approval of late intradistrict transfer requests will be based upon current space availability. Approval or denial of late intradistrict transfers will occur within 30 calendar days after the start of the school year or within 14 calendar days for requests received once the school year has started.

The intradistrict transfer process may also be utilized during the school year for families who move from one school attendance area to another. For a student to continue enrollment at a school site after moving out of the local attendance area, a family should complete the intradistrict transfer request and submit the form to the Enrollment Center once a new address of residence is established.

If there is not enough space for all children in one family to enroll, the parents will have 5 business days in which to decide whether to enroll any of the children in the school of choice.

Once approved, a student in grades K-12 becomes a "current enrollee of the school" with priority for continued enrollment; no further applications for that school are required.

Transportation

Students with an approved Intradistrict Transfer Request are not entitled to transportation services other than those normally provided by the District.

Appeal of Decision

A parent/guardian may appeal the District's decision to deny or revoke an Intradistrict Transfer Request as follows:

- A. The appeal shall be made in writing to the Director of Pupil Services.*
- B. The Director of Pupil Services shall review the appeal and:
 - 1. Overturn the decision, or*
 - 2. Present the appeal to the Assistant Superintendent of Educational Services**

INTRADISTRICT OPEN ENROLLMENT (continued)

C. The Assistant Superintendent of Educational Services shall review the appeal and:

- 1. Overturn the decision, or*
- 2. Present the appeal to the Superintendent*

D. The Superintendent shall review the appeal and support either the appeal or the District's original decision.

A parent may appeal the decision of the Oxnard School District Board of Education to the Ventura County Board of Education within 30 days of the decision.

Special Programs

Oxnard School District maintains specialized academic programs at various school sites. Participation within these programs does not require an intradistrict transfer request. However, these programs do have enrollment constraints as outlined here:

Transitional Kindergarten – Oxnard School District maintains a transitional kindergarten program at selected school sites depending on space. These school sites are designed to serve as “hubs” for the local school area. Students who enroll in transitional kindergarten will be assigned to the closest “hub” within the local area. If no space is available at the closest “hub”, then the student will be assigned to the next closest transitional kindergarten “hub”. Students who enroll for transitional kindergarten during the posted enrollment window will receive first priority in assignment to the local “hub”. If requests for transitional kindergarten exceed the capacity of the local “hub”, then a lottery process will be used. Bus transportation is provided within this program as outlined in the District's transportation guidelines

Dual Language Programs – Oxnard School District offers this bilingual education program in grades kindergarten through eighth grade. Application for new students to enter the program is made during the posted application window which coincides with kindergarten enrollment. If requests for a school site's dual language program

INTRADISTRICT OPEN ENROLLMENT (continued)

exceed the anticipated enrollment capacity, then a lottery process will be used. Class composition must follow the model and guidelines as described in the Dual Language Handbook. Bus transportation is not provided as part of this program. Admission to the program will be based upon the following priorities in order:

Priority #1 – Students who enroll within the posted window

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

Priority #2 – Students who do not enroll within the posted window

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

Transitional Bilingual Education - Oxnard School District offers this bilingual education program at selected schools. Bus transportation is provided within this program as outlined in the District's transportation guidelines. Admission to the program will be based upon the following priorities in order:

Priority #1 – Students who enroll within the posted window

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

Priority #2 – Students who do not enroll within the posted window

INTRADISTRICT OPEN ENROLLMENT (continued)

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

Middle School Academy – Enrollment for the Middle School Academies is open to students attending one of Oxnard School District’s K-5 elementary schools. Students from all K-5 schools must submit an application to attend the Middle School Academy of choice. These enrollment priorities govern the process:

- 1. Enrollment applications for the Middle School Academies will begin on the first Monday in December yearly and conclude on first Friday in February yearly. Families will be notified of placement on the first Monday in March yearly.*
- 2. Families must rank their choice in priority for the Middle School Academies on the enrollment application.*
- 3. If requests for a middle school exceed the anticipated enrollment capacity, then a lottery process will be used.*
- 4. The following enrollment priorities apply in order:*
 - a. Students currently enrolled in Oxnard School District who submitted application by the annual deadline; sibling will be concurrently attending the requested middle school.*
 - b. Students currently enrolled in Oxnard School District who submitted application by the annual deadline.*
 - c. Students not currently enrolled in Oxnard School District but living within the District attendance area and who submitted application by the annual timeline*
 - d. Students not currently enrolled in Oxnard School District and not living within the District attendance area and who submitted application by the annual timeline (These students must apply for an interdistrict transfer.)*

- e. *Students who submit an application outside the annual deadline will have last priority in placement and be given placement based upon projected space availability. (These students must apply for an interdistrict transfer if residing outside Oxnard School District.)*

Regulation
approved: *January 18, 2017*

~~CSBA MANUAL MAINTENANCE SERVICE~~
Oxnard School District
Oxnard, CA.

INTERDISTRICT ATTENDANCE

The Governing Board recognizes that parents/guardians of students who reside in one district may, for a variety of reasons, choose to enroll their child in a school in another district.

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5118 - Open Enrollment Act Transfers)

OPTION 1: Interdistrict Attendance Permits

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

~~OPTION 2: School District of Choice Program~~

~~The Board has designated the district as a "school district of choice" and shall accept students who reside in other California districts who wish to attend a district school. Each year, the Superintendent or designee shall recommend to the Board the number of transfer students that the district will be able to accept and shall identify the schools, grade levels, and programs that will be able to accept these students.~~

~~Upon receiving the Superintendent's recommendation, the Board shall determine the number of students that will be accepted into the district through this program. This number shall be reflected in the minutes of the Board's meeting.~~

~~*(cf. 9324 - Minutes and Recordings)*~~

~~The Superintendent or designee shall establish a selection process which ensures that students are admitted to district schools through a random, unbiased process that prohibits evaluation of whether a student should be enrolled based upon his/her academic or athletic performance. If the number of student applications exceeds the number of transfers the Board has designated for acceptance under the program, the Superintendent or designee shall conduct a random drawing in public at a regularly scheduled Board meeting. (Education Code 48301)~~

~~INTERDISTRICT ATTENDANCE~~ (continued)

~~Because the district admits students in accordance with the school district of choice program, the Superintendent or designee shall not admit students based on individual interdistrict attendance permits pursuant to Education Code 46600 46611 except under extraordinary circumstances.~~

~~The Superintendent or designee shall maintain a record of requests for admittance that contains all of the following: (Education Code 48313)~~

- ~~1. The number of requests granted, denied, or withdrawn and, for denied requests, the reason for the denial~~
- ~~2. The number of students transferred out of and transferred into the district pursuant to this program~~
- ~~3. The race, ethnicity, gender, self-reported socio-economic status, and the district of residence for each student in item #2 above~~
- ~~4. The number of students in item #2 above who are classified as English learners or students with disabilities~~

~~The Superintendent or designee shall report to the Board, at a regularly scheduled meeting, the information specified in items #1-4 above. By May 15 of each year, the Superintendent or designee shall provide the same information, as well as information regarding the district's status as a school district of choice in the upcoming school year, to each geographically adjacent school district, the county office of education, the California Department of Education, and the Department of Finance. (Education Code 48313)~~

~~The report to the Board and other agencies shall also include a summary of audit exceptions, if any, resulting from the compliance review of components of the district of choice program conducted as part of the annual district audit. (Education Code 48301, 48313)~~

Transportation

The district shall not provide transportation beyond any school attendance area. Upon request, the Superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area if space is available.

Limits on Student Transfers Out of the District to a School District of Choice

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.

INTERDISTRICT ATTENDANCE (continued)

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)

The district may deny a transfer of a student out of the district to a school district of choice if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district to a school district of choice, if the other school district approves the application for transfer. (Education Code 48301)

(cf. 6173.2 - Education of Children of Military Families)

Legal Reference:

Legal Reference:

EDUCATION CODE

- 41020 Annual district audits
- 46600-46611 Interdistrict attendance agreements
- 48204 Residency requirements for school attendance
- 48300-48316 Student attendance alternatives, school district of choice program
- 48350-48361 Open Enrollment Act
- 48900 Grounds for suspension or expulsion; definition of bullying
- 48915 Expulsion; particular circumstances
- 48915.1 Expelled individuals: enrollment in another district
- 48918 Rules governing expulsion procedures
- 48980 Notice at beginning of term
- 52317 Regional occupational center/program, enrollment of students, interdistrict attendance

ATTORNEY GENERAL OPINIONS

- 87 *Ops.Cal.Atty.Gen.* 132 (2004)
- 84 *Ops.Cal.Atty.Gen.* 198 (2001)

COURT DECISIONS

- Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234
- Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

CSBA PUBLICATIONS

Transfer Law Comparison, Fact Sheet, March 2011

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>

Policy
adopted: *January 18, 2017*

Oxnard School District
Oxnard, CA.

INTERDISTRICT ATTENDANCE

OPTION 1: Interdistrict Attendance Permits

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)

(cf. 5131.2 - Bullying)

2. To meet the child care needs of the student. Such a student may be allowed to continue to attend district schools only as long as he/she continues to use a child care provider within district boundaries.
3. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel.

(cf. 6159 - Individualized Education Program)

4. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance.
5. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year.
6. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school.
7. ~~To allow a high school senior to attend the same school he/she attended as a junior, even if his/her family moved out of the district during the junior year.~~
8. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district.

INTERDISTRICT ATTENDANCE (continued)

9. When the student will be living out of the district for one year or less.
10. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.

(cf. 5113.1 - Chronic Absence and Truancy)

11. When there is valid interest in a particular educational program not offered in the district of residence.
12. To provide a change in school environment for reasons of personal and social adjustment.

Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600)

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

(cf. 5145.6 - Parental Notifications)

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

INTERDISTRICT ATTENDANCE (continued)

The district shall give priority for attendance to siblings of students already in attendance in the district (Education code 48306)

The district may give priority for attendance to children of military personnel. (Education Code 48306)

Acceptance of Interdistrict Transfer applications shall be based on the following priorities:

Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. ~~Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)~~

~~OPTION 2: School District of Choice Program~~

~~Applications for interdistrict attendance shall be submitted to the district office by January 1 of the school year preceding the school year for which the student may be transferred. The application deadline may be waived upon agreement between the district and the student's district of residence. (Education Code 48308)~~

~~The application deadline shall not apply to an application requesting a transfer if the parent/guardian with whom the student resides is enlisted in the military and was relocated by the military within 90 days prior to submitting the application. (Education Code 48308)~~

~~(cf. 6173.2 Education of Children of Military Families)~~

~~The Superintendent or designee shall ensure that any communication sent to parents/guardians is factually accurate and does not target particular neighborhoods or individual parents/guardians on the basis of a child's actual or perceived academic or athletic performance or any other personal characteristic. (Education Code 48301)~~

~~The district shall give priority for attendance to siblings of students already in attendance in the district. (Education Code 48306)~~

~~The district also may give priority for attendance to children of military personnel. (Education Code 48306)~~

Any existing entrance criteria for specialized schools or programs shall be uniformly applied to all applicants. (Education Code 48305)

Not later than 90 days after the district receives an application for transfer, the Superintendent or designee shall notify the parent/guardian in writing whether the application has been provisionally accepted or rejected and of the student's position on any waiting list.

Whenever the number of applicants exceeds the number of interdistrict transfers that may be accepted as determined by the Governing Board, students accepted for transfer shall be selected by a random drawing of the provisionally accepted applications.

Final acceptance or rejection of applications shall be made by May 15 31 preceding the school year for which the student may be transferred. (Education Code 48308)

AR-5117(d)

~~INTERDISTRICT ATTENDANCE~~ (continued)

However, if an application is submitted for a student who is residing with a parent/guardian enlisted in the military and that parent/guardian was relocated by the military 90 days prior to the submission of the application, then the district shall make a final decision to accept or reject the application within 90 days of its receipt. If the student's application has been submitted less than 90 days prior to the beginning of the school year, then the district shall accept or deny the application before the school year begins. Upon his/her acceptance, the student may immediately enroll in a district school. (Education Code 48308)

The Superintendent or designee shall notify the student's district of residence of the district's decision.

~~Students admitted through the school district of choice program are deemed to have fulfilled district residency requirements pursuant to Education Code 48204. (Education Code 48301)~~

(cf. 5111.1 - District Residency)

(cf. 5116.1 - Intradistrict Open Enrollment)

Final acceptance of the transfer is applicable for one school year and shall be renewed automatically each year unless the Board, by adoption of a resolution, withdraws from participation in the program and no longer accepts transfer students from other districts. (Education Code 48308)

~~Even if the district withdraws from participation in the program, admitted high school students may continue attending school in the district until they graduate from high school. (Education Code 48308)~~

The district may accept any completed coursework, attendance, and other academic progress credited to an accepted student by any district(s) he/she has previously attended and may grant academic standing to the student based upon the district's evaluation of the student's academic progress. (Education Code 48309)

(cf. 6146.3 - Reciprocity of Academic Credit)

INTERDISTRICT ATTENDANCE (continued)

The district may revoke a student's enrollment if he/she is recommended for expulsion pursuant to Education Code 48918. (Education Code 48309)

The district may deny a transfer into the district under the district of choice program if:

1. The Board determines that the transfer into or out of the district would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)
2. The transfer into the district would require the district to create a new program to serve that student, except that the district shall not reject the transfer of a student with disabilities or an English learner. (Education Code 48303)

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: December 7, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-1: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ X 2nd Reading _____

1st READING - REVISION TO E 9270 – CONFLICT OF INTEREST (Cline)

At the request of the Ventura County Clerk of the Board’s office, language was revised in E 9270 to specify Full Disclosure reporting requirements for positions that manage public investments. These changes will be forwarded to the County Clerk of the Board’s office after the revised policy is adopted at second reading.

Revised/added language is indicated by *italicized* font and deleted language is indicated in strikethrough.

FISCAL IMPACT

None.

RECOMMENDATION

None at this time. The revised policy will be presented for second reading and adoption at the January 18, 2017 Board meeting.

ADDITIONAL MATERIAL

Attached: E 9270 (3 pages)

CONFLICT OF INTEREST

**Conflict of Interest Code of the
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	<i>Full Disclosure</i> †	COB
Personnel Commission Members	1	OSD
District Superintendent	<i>Full Disclosure</i> †	OSD
Deputy/Assistant Superintendent	1	OSD
Director, Pupil Services	2	OSD
Director, Curriculum, Instruction and Accountability	2	OSD
Director, Dual Language Programs	2	OSD
Director, English Learner Services	2	OSD
Principals	2	OSD
Chief Information Officer	2	OSD
Director, Facilities	2	OSD
Director, Classified Human Resources	2	OSD
Director, Certificated Human Resources	2	OSD
Director, Child Nutrition Services	2	OSD
Director, Early Childhood Education Programs	2	OSD
Director, Purchasing	2	OSD
Director, Finance	2	OSD
Consultants	2	OSD

*COB = County Clerk of the Board; OSD = Oxnard School District

CONFLICT OF INTEREST (continued)

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)



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.”