

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

**Mrs. Debra M. Cordes**, President  
**Mr. Ernest "Mo" Morrison**, Clerk  
**Mr. Denis O'Leary**, Member  
**Mrs. Veronica Robles-Solis**, Member  
**Ms. Monica Madrigal Lopez**, Member

## **ADMINISTRATION**

**Dr. Cesar Morales**  
District Superintendent  
**Mrs. Janet C. Penanhoat**  
Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Ms. Robin I. Freeman**  
Assistant Superintendent,  
Educational Services

**AGENDA #10**  
**REGULAR BOARD MEETING**  
**Wednesday, February 7, 2018**  
**5:00 p.m. – Study Session**  
**Closed Session To Follow**  
**7:00 PM - Regular Board Meeting**

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

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

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

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

OPIE TV – Charter Spectrum Channel 20 &  
Frontier Communications- Channel 37

**Section A**  
**PRELIMINARY**

***A.1 Call to Order and Roll Call*****5:00 PM**

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

***A.2 Pledge of Allegiance to the Flag***

Mr. Greg Brisbine, Principal at Haydock Academy of Arts & Sciences, will introduce Ronald Sacolles, Jr., 8<sup>th</sup> grade student, who will lead the audience in the Pledge of Allegiance.

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

The District's Vision and Mission Statements will be read in English and in Spanish by Amri Salazar, 8<sup>th</sup> grade student at Haydock Academy of Arts & Sciences.

***A.4 Presentation by Haydock Academy of Arts & Science***

Mr. Greg Brisbine will provide a short presentation to the Board regarding Haydock Academy of Arts & Sciences. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

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

Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

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

***A.6 Study Session – Presentation of School Site Support Personnel (Freeman/Ridge)***

The Board of Trustees will receive a presentation regarding school site support personnel from the Assistant Superintendent, Educational Services and the Director of Pupil Services. Oxnard School District has made a significant commitment to serving the broad needs of our students and community with the inclusion of School Counselors and Outreach Specialists at every school site. These support staff positions play a critical role in meeting the health and welfare of our students, and they are a key component to the academic success of our students. School Counselors work to address the social / emotional and mental health needs of our students, while the Outreach Specialists work to support health, wellness and the larger needs of our families.

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

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

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

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

**Section A  
PRELIMINARY**

(continued)

**A.8 Closed Session**

---

1. Pursuant to Section 54956.9 of *Government Code*:
    - Conference with Legal Counsel – Anticipated Litigation: 1 case
    - Conference with Legal Counsel – Existing Litigations:
      - Office of Administrative Services Case No.: 2017100197
      - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- 
2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
    - Case No. 17-08 (Action Item)
    - Case No. 17-09 (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.
  
  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 Vaca
      - a. Non-reelects
      - b. Reduction in Force for Particular Kinds of Service

**A.9 Reconvene to Open Session**

---

**7:00 PM**

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

---

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

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

**Section A**  
**PRELIMINARY**

(continued)

***A.11 Recognition of Students – Honoring Oxnard School District’s Million Word Readers***  
*(Freeman/Curtis)*

---

The Board of Trustees will recognize Oxnard School District Students who have read One Million Words.

***A.12 Recognition of Driscoll’s and Berry Pack on Behalf of Migrant Families***  
*(Freeman/Batista)*

---

It is recommended that the Board of Trustees accept the donations from Driscoll’s and Berry Pack to the Migrant Families in the Oxnard School District.

***A.13 Adoption and Presentation of Resolution #17-23 for National School Counseling Week, February 5-9, 2018*** *(Freeman/Ridge)*

---

It is the recommendation of the Assistant Superintendent, Educational Services and of the Director, Pupil Services that the Board of Trustees approve the Adoption and Presentation of Resolution #17-23, in recognition of February 5-9, 2018 as National School Counseling Week.

***A.14 New Digital Flyer Communication*** *(Austin)*

---

The Board of Trustees will receive a presentation on the implementation of a new digital flyer practice at all OSD schools as well as the District office.

***A.15 Report on Resolution #17-24 of the Board of Trustees of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2016, Series in the Aggregate Principal Amount of Not to Exceed \$20,000,000, and Approving Related Documents and Actions*** *(Penanhoat/CFW)*

---

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees review Resolution #17-24 as an informational item at this time, in preparation for its presentation for adoption at the February 21, 2018 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.

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

## Section C CONSENT AGENDA

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

Notes:  
Moved:  
Seconded:

### ROLL CALL VOTE:

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

### *C.1 Agreements*

---

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

#### **Special Education:**

- Agreement #17-258 with Center for Developing Kids, Inc., to provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2017-2018 academic year to complete occupational therapy evaluations, amount not to exceed \$3,000.00; to be paid with Special Education Funds; Freeman/  
Sugden

#### **Support Services:**

- Amendment #1 to Agreement #17-08 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings. Translation/interpreting requests have increased and the additional funds will allow parents to receive services in their language. Amendment #1 is for \$10,000.00, original contract was for \$5,000.00, for a total cost of \$15,000.00; to be paid with Title 1 Funds. Freeman/  
Thomas

### *C.2 Ratification of Agreement:*

---

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

#### **Enrichment:**

- Agreement #17-244 with Coast 2 Coast Soccer, Coast 2 Coast Soccer will increase student interest in STEM and support positive behavior at Brekke School. The program will accommodate up to 486 students in grades 1st through 5th as part of the CHAMPS Tier II intervention. Additionally, Coast 2 Coast will increase student supervision during lunch recess, for an amount not to exceed \$18,150.00, to be paid with General Funds. Freeman/  
Anguiano
- Ratification of Overnight Field Trip and Agreement #17-261 with The Outdoor School – Soria. Rancho Alegre is a four-day overnight field trip for 6th grade students during the period of February 6-9, 2018. During their stay, they will experience curriculum hikes, animal habitats, food chains, Native American history, fossils, plant identification, astronomy, etc. There is no impact to the General Fund. Costs are \$288.00 per student, \$144.00 per district staff member, and the total including insurance and round-trip school bus transportation is not to exceed \$41,128.28. Costs will be paid from PTA and ASB funds, at no cost to the district. Freeman/  
Fox

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

**Section C**  
**CONSENT AGENDA**

(continued)

**C.2 Ratification of Agreement (continued):**

It is recommended that the Board ratify the following agreements:	Dept/School
<b>Support Services:</b>	
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #17-114 with Dr. Trudy T. Arriaga, to provide additional professional development in Cultural Proficiency throughout the Oxnard School District. The amendment is required to provide additional Oxnard School staff access and opportunity to learn additional skills to build and expand on the equity practices currently in place at the Oxnard School District at no additional cost.</li> </ul>	Freeman

**C.3 Approval of Resolution #17-19 Making Environmental Findings in Connection with the Brekke Kindergarten Flex Classroom Project**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-19 making environmental findings in connection with the construction of the Brekke Kindergarten Flex Classroom Project located at 1400 Martin Luther King Jr. Drive, Oxnard, CA 93030. No fiscal impact.	Dept/School Penanhoat/ Fateh/ CFW
---	--

**C.4 Approval of Resolution #17-20 Making Environmental Findings in Connection with the McAuliffe Kindergarten Flex Classroom Project**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-20 making environmental findings in connection with the construction of the McAuliffe Kindergarten Flex Classroom Project located at 3300 West Via Marina Avenue, Oxnard, CA 93035. No fiscal impact.	Dept/School Penanhoat/ Fateh/ CFW
---	--

**C.5 Approval of Resolution #17-21 Making Environmental Findings in Connection with the Ramona Kindergarten Flex Classroom Project**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-21 making environmental findings in connection with the construction of the Ramona Kindergarten Flex Classroom Project located at 804 Cooper Road, Oxnard, CA 93030. No fiscal impact.	Dept/School Penanhoat/ Fateh/ CFW
---	--

**C.6 Approval of Resolution #17-22 Making Environmental Findings in Connection with the Ritchen Kindergarten Flex Classroom Project**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-22 making environmental findings in connection with the construction of the Ritchen Kindergarten Flex Classroom Project located at 2200 Cabrillo Way, Oxnard, CA 93030. No fiscal impact.	Dept/School Penanhoat/ Fateh/ CFW
--	--

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

**Section C**  
**CONSENT AGENDA**

(continued)

***C.7 Adoption of Resolution #17-25 to Provide Against Loss of Funds Due to Emergency Closures of the District's State Preschool Programs during the Thomas Fire***

<p>The Thomas Fire that started on December 4, 2017 created unsafe conditions related to air quality and impassable roads that necessitated emergency closure of school sites and state preschool programs on December 5-8 and 13-15, 2017. It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services and the Director, Early Childhood Education, that the Board of Trustees adopt Resolution # 17-25 and authorize its submission to CDE's Early Education and Support Division. Potential loss of preschool program reimbursement in the amount of \$53,128.32. No fiscal impact if Resolution #17-25 is adopted and received by CDE.</p>	<p>Dept/School Penanhoat/ Valdes</p>
---	--

***C.8 Approval of Work Authorization Letter #3 with Knowland Construction Services (KCS) for DSA Inspection Services for the Four (4) Kinder/Flex Facilities Projects***

<p>The District, in consultation with CFW recommends issuing Work Authorization Letter #3 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) and In-Plant Inspections for the 4 Kinder/Flex Facilities Projects at Brekke, Ramona, McAuliffe and Ritchen. It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Facilities Director, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #3 for Master Agreement #13-129 with Knowland Construction Services. The DSA Inspector of Record (IOR) Services and In-Plant Inspections will be completed for a fee of \$73,800.00, to be funded from the Master Construct and Implementation Program.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
--	--

***C.9 Request for Retroactive Approval of ASB Fundraiser – Soria School***

<p>Soria School ASB conducted a fundraiser to benefit Juntos y Unidos Por Puerto Rico, Inc. from September 27, 2017 through October 18, 2017 whereby students and staff collected spare change for hurricane victims in Puerto Rico and Mexico. It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services and the Principal of Soria School that the Board of Trustees retroactively approve Soria ASB's fundraiser benefitting Juntos y Unidos Por Puerto Rico, Inc. as outlined.</p>	<p>Dept/School Penanhoat/ Fox</p>
---	---

***C.10 Purchase Order/Draft Payment Report #17-05***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-05 as submitted.</p>	<p>Dept/School Penanhoat/ Franz</p>
---	---

***C.11 Rejection of Liability Claim: VCBA07849A2***

<p>Acting on the advice of the Joint Power 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 VCBA07849A2.</p>	<p>Dept/School Vaca/ Magaña</p>
---	---

***C.12 2017-2018 2nd Quarter Williams Ventura County Office of Education Activity Report***

<p>It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2017-2018 2nd Quarter Williams VCOE Activity Report, as presented.</p>	<p>Dept/School Vaca/ Magaña</p>
---	---

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

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

***C.13 Establish/Abolish/Increase/Reduce Hours of Positions***

---

It is the recommendation of the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment, and increase of positions, as presented. Dept/School Rogosin

***C.14 Personnel Actions***

---

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented. Dept/School Vaca/Rogosin

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

**Section D  
ACTION ITEMS**

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

***D.1 Approval of Revisions to the Lease Lease-Back Agreements between Swinerton and the Oxnard School District for the Construction of the New Seabridge Elementary School***

After further review, it was determined that the agreements required revisions to address certain construction related issues and to clarify ambiguous or misprinted information. A summary is provided to explain where these changes occur in the original documents. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve the following revised Lease Lease-Back Agreements #17-170(R), #17-171(R), and #17-172(R), between Swinerton and the Oxnard School District. No fiscal impact.

Dept/School  
Penanhoat/  
Fateh/  
CFW

***D.2 Approval of Work Authorization Letter #5 (WAL #5) with Rincon Consultants Inc. to Perform a Peer Review of Tetra Tech’s Historic Resources Evaluation for the Rose Avenue Elementary Reconstruction Project***

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #5 to Agreement #13-131 with Rincon Consultants Inc. to perform a peer review of Tetra Tech’s Historic Resources Evaluation for the Rose Avenue Elementary School Reconstruction Project. Work Authorization Letter #5 to Agreement #13-131 includes environmental support services to perform a peer review of Tetra Tech’s Historic Resources Evaluation for the Rose Avenue Elementary School for a fee of \$5,980.00, to be funded from the Master Construct and Implementation Program.

Dept/School  
Penanhoat/  
Fateh/  
CFW

**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**

**No minutes will be considered at this meeting.**

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

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

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

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

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

Revision AR 3541	Business and Noninstructional Operations Transportation Routes and Services	Penanhoat
Revision AR 3543	Business and Noninstructional Operations Transportation Safety and Emergencies	Penanhoat

**ROLL CALL VOTE:**

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

**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 ADJOURNMENT***

---

Moved:  
Seconded:  
Vote:

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



**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.

## BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 2/7/18

STUDY SESSION  X  
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 E: APPROVAL OF MINUTES  \_\_\_\_\_  
SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading  \_\_\_\_\_ 2<sup>nd</sup> Reading  \_\_\_\_\_

### School Site Support Personnel Presentation (Freeman/Ridge)

---

Oxnard School District has made a significant commitment to serving the broad needs of our students and community with the inclusion of School Counselors and Outreach Specialists at every school site. These support staff positions play a critical role in meeting the health and welfare of our students, and they are a key component to the academic success of our students. School Counselors work to address the social / emotional and mental health needs of our students, while the Outreach Specialists work to support health, wellness and the larger needs of our families.

#### **RECOMMENDATION:**

Information only

#### **ADDITIONAL MATERIAL:**

Attached: Power Point



# Educating the Whole Child

THE IMPORTANT ROLE OF SUPPORT STAFF IN OUR  
SCHOOLS AND COMMUNITY

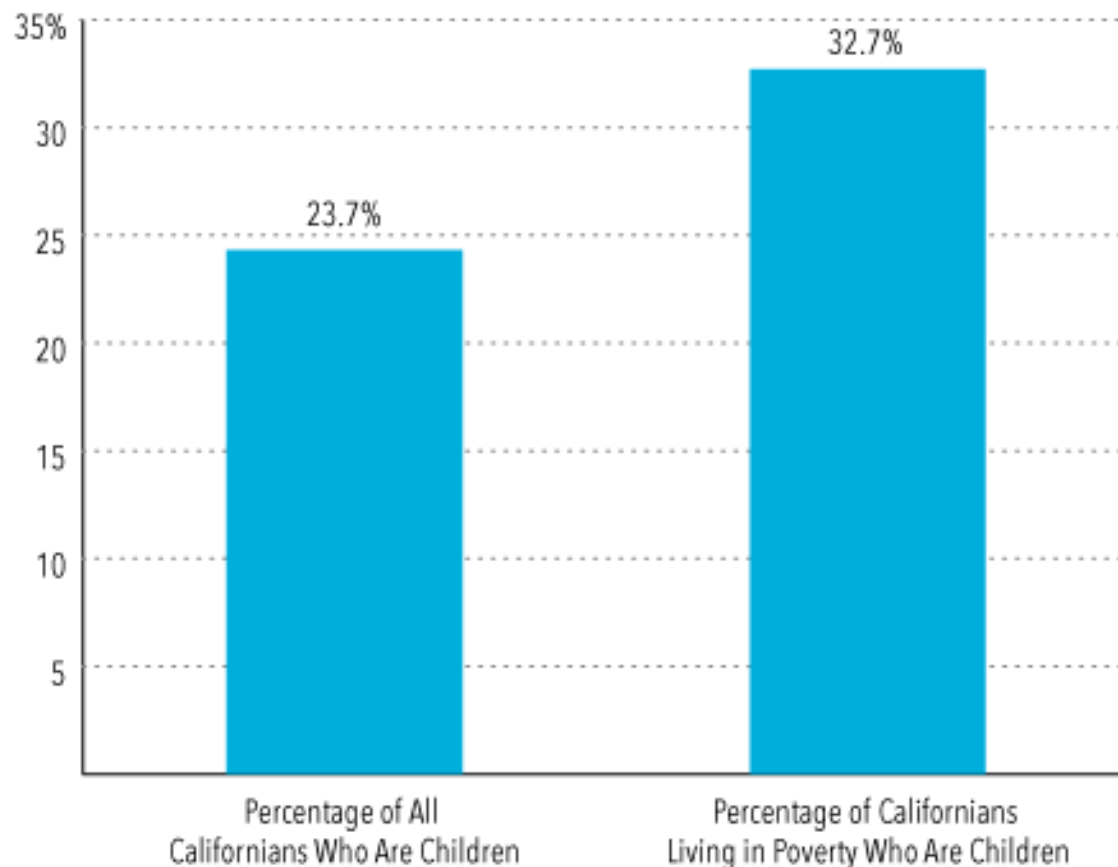
Chris Ridge  
Director of Pupil Services

# Barriers to Success

- ▶ Poverty
- ▶ Homelessness
- ▶ Foster Youth
- ▶ Lack of food / Poor Diet
- ▶ Mental health issues
- ▶ Domestic Violence
- ▶ Child Abuse
- ▶ Gangs
- ▶ Lack of Access to Health Care
- ▶ Victims of Crime
- ▶ Incarceration
- ▶ Transiency
- ▶ Language / Culture
- ▶ Chronic Truancy
- ▶ Alcohol and Other Drugs

# Children Comprise a Disproportionate Share of Californians Living in Poverty

Percentage of Californians, 2014



Source: US Census Bureau



California Budget  
& Policy Center  
*Independent Analysis. Shared Prosperity.*

# In Oxnard School District....

87% of students are Socio-Economically Disadvantaged

*That is 14,790 students.*



# Learning



DONMELT



# The Crisis

Centre for  
Mental Health



There is on average a 10-year delay between young people experiencing their first symptoms and receiving help.

© Centre for Mental Health, 2016

# The Crisis



**Age 6**  
median age  
of onset

**Anxiety  
Disorders**



**Age 11**  
median age  
of onset

**ADHD  
and  
Behavior  
Disorders**



**Age 13**  
median age  
of onset

**Mood  
Disorders**



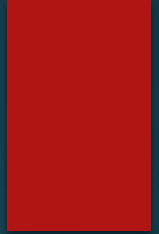
**Age 15**  
median age  
of onset

**Substance  
Use**

Source: Merikangas, K., Hep, J., Burstein, M., Swanson, S., Avenevoli, S., Cui, L., Benejet, C...Swendsen, J. (2010). Lifetime prevalence of mental disorders in U.S. adolescents: results from the National Comorbidity Survey Replication--Adolescent Supplement (NCS-A). *Journal of American Academy of Child and Adolescent Psychiatry*. 49(10): 980-989. doi: 10.1016/j.jaac.2010.05.017

# The Crisis

22.2%



# The Crisis

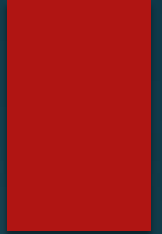
22.2%

Percent of children will experience  
mental illness with severe  
impairment before age 18

Source: Merikangas, K., Hep, J., Burstein, M., Swanson, S., Avenevoli, S., Cui, L., Benezet, C...Swendsen, J. (2010). Lifetime prevalence of mental disorders in U.S. adolescents: results from the National Comorbidity Survey Replication--Adolescent Supplement (NCS-A). *Journal of American Academy of Child and Adolescent Psychiatry*. 49(10): 980-989. doi: 10.1016/j.jaac.2010.05.017

# The Crisis

4,600



# The Crisis



4,600

Number of  
adolescents  
suicides each year  
in the US

Source: [http://www.cdc.gov/violenceprevention/pub/youth\\_suicide.htm](http://www.cdc.gov/violenceprevention/pub/youth_suicide.htm)

# The Crisis

157,000

# The Crisis



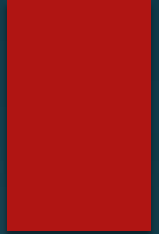
157,000  
Number of  
adolescents  
hospitalized for self  
injury in the US each  
year

Source: [http://www.cdc.gov/violenceprevention/pub/youth\\_suicide.htm](http://www.cdc.gov/violenceprevention/pub/youth_suicide.htm)



# The Crisis

70.4%



# The Crisis

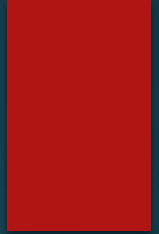
70.4%

Percent of youth in  
juvenile justice settings  
that meet criteria for  
psychiatric diagnosis

Source: Shufelt, J. & Cocozza, J. (2006). Youth with mental health disorders in the juvenile justice system: Results from a multi-state prevalence survey. Prepared by: National Center for Mental Health and Juvenile Justice.

# The Crisis

40%



# The Crisis

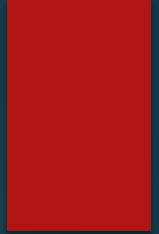
40%

Percent of students  
diagnosed with ADHD  
who will not get  
treatment

Source: Merikangas, K. R., He, J., Burstein, M. E., Swendsen, J., Avenevoli, S., Case, B., ... Olfson, M. (2011). Service Utilization for Lifetime Mental Disorders in U.S. Adolescents: Results of the National Comorbidity Survey Adolescent Supplement (NCS-A). *Journal of the American Academy of Child and Adolescent Psychiatry*, 50(1), 32–45. doi:10.1016/j.jaac.2010.10.006

# The Crisis

60%



# The Crisis

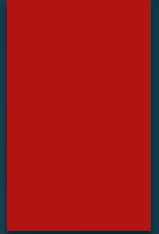
60%

Percent of youth  
with depression who  
will not get  
treatment

Source: Substance Abuse and Mental Health Services Administration (SAMHSA). (2014). Results from the 2013 National Survey on Drug Use and Health: Summary of findings. Retrieved from: <http://www.samhsa.gov/data/sites/default/files/NSDUHresultsPDFWHTML2013/Web/NSDUHresults2013.pdf>

# The Crisis

80%



# The Crisis

80%

Percent of youth with  
anxiety disorder who will not  
get treatment

Source: Merikangas, K. R., He, J., Burstein, M. E., Swendsen, J., Avenevoli, S., Case, B., ... Olfson, M. (2011). Service Utilization for Lifetime Mental Disorders in U.S. Adolescents: Results of the National Comorbidity Survey Adolescent Supplement (NCS-A). *Journal of the American Academy of Child and Adolescent Psychiatry*, 50(1), 32–45.  
doi:10.1016/j.jaac.2010.10.006



# The Crisis

**Table 4-3: 12-month prevalence of anxiety disorders among 4-17 year-olds by household income**

Household income before tax	Social phobia (%)	Separation anxiety (%)	Generalised anxiety (%)	Obsessive-compulsive (%)	Any anxiety disorder (%)
\$130,000 or more per year	1.8	2.3	1.8	0.3	5.0
\$52,000-\$129,999 per year	1.9	3.8	1.7	0.8	5.8
Less than \$52,000 per year	3.6	6.8	3.2	1.4	10.6

Source:

[https://www.health.gov.au/internet/main/publishing.nsf/Content/9DA8CA21306FE6EDCA257E2700016945/\\$File/pt2.pdf](https://www.health.gov.au/internet/main/publishing.nsf/Content/9DA8CA21306FE6EDCA257E2700016945/$File/pt2.pdf)

# The Crisis

**Table 3-3: 12-month prevalence of major depressive disorder among 4-17 year-olds by household income**

Household income before tax	Prevalence (%)
\$130,000 or more per year	1.8
\$52,000-\$129,999 per year	2.7
Less than \$52,000 per year	3.8

Source:

[https://www.health.gov.au/internet/main/publishing.nsf/Content/9DA8CA21306FE6EDCA257E2700016945/\\$File/pt2.pdf](https://www.health.gov.au/internet/main/publishing.nsf/Content/9DA8CA21306FE6EDCA257E2700016945/$File/pt2.pdf)

# The Crisis

**Table 5-3: 12-month prevalence of ADHD among 4-17 year-olds by household income**

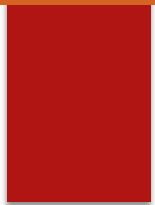
Household income before tax	Prevalence (%)
\$130,000 or more per year	5.2
\$52,000-\$129,999 per year	6.6
Less than \$52,000 per year	11.7

Source:

[https://www.health.gov.au/internet/main/publishing.nsf/Content/9DA8CA21306FE6EDCA257E2700016945/\\$File/pt2.pdf](https://www.health.gov.au/internet/main/publishing.nsf/Content/9DA8CA21306FE6EDCA257E2700016945/$File/pt2.pdf)



VENTURA COUNTY  
**BEHAVIORAL HEALTH**  
A Department of Ventura County Healthcare Agency



January 26, 2018

# VENTURA COUNTY ESTIMATED NEED FOR MENTAL HEALTH SERVICES

Prevalence Estimates

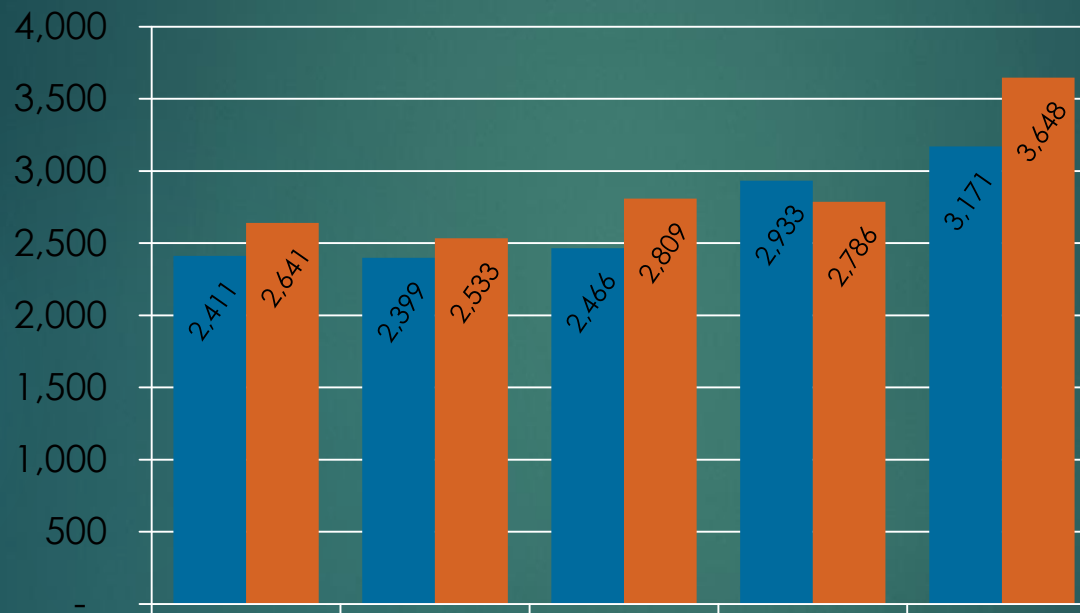
compared to

Number of Medi-Cal and NON Medi-Cal Beneficiaries  
Served per Year

**Henry E. Villanueva, Ed.D**  
Manager, Quality Assurance

# Ventura County Estimated Need for Mental Health Services

## White



**Prevalence Estimates for Medi-Cal Population <200% poverty level**

Source:  
California Mental Health and Substance Use System Needs Assessment  
Final Report: February 2012



**VCBH Medi-Cal Beneficiaries Served per Year**

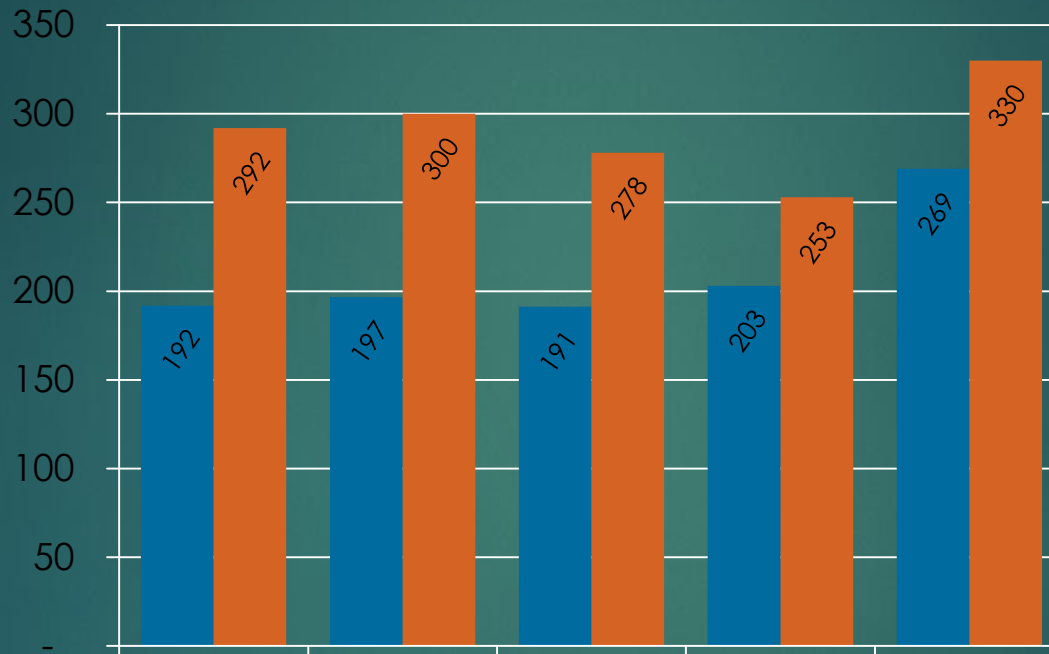
Source:  
California External Quality Review Organization (EQRO)

Calendar Year	CY11	CY12	CY13	CY14	CY15
Prevalence Rate (%)	8.77	8.77	8.77	8.77	8.77
Penetration Rate (%)	9.6	9.26	9.99	8.33	7.7

Prevalence Estimates (Blue Bar) reflects the Ventura County Medi-Cal Population with a Serious Mental Illness

# Ventura County Estimated Need for Mental Health Services

## African American



**Prevalence Estimates for Medi-Cal Population <200% poverty level**

Source:  
California Mental Health and Substance Use System Needs Assessment  
Final Report: February 2012

**VCBH Medi-Cal Beneficiaries Served per Year**

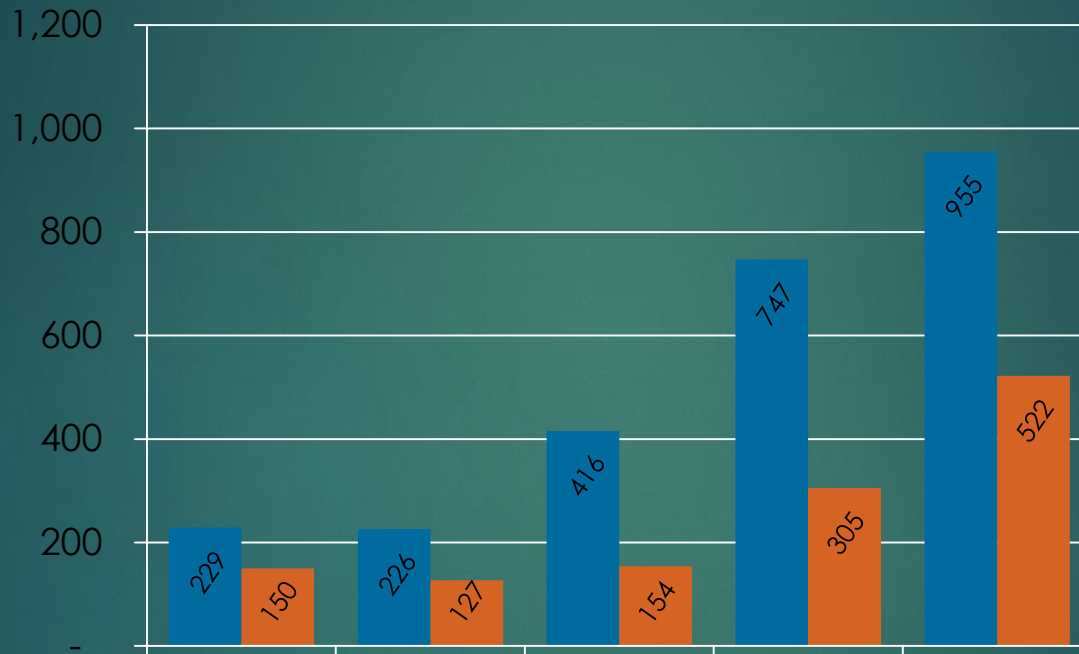
Source:  
California External Quality Review Organization (EQRO)

Calendar Year	CY11	CY12	CY13	CY14	CY15
Prevalence Rate (%)	8.21	8.21	8.21	8.21	8.21
Penetration Rate (%)	12.5	12.53	11.93	10.19	10.06

Prevalence Estimates (Blue Bar) reflects the Ventura County Medi-Cal Population with a Serious Mental Illness

# Ventura County Estimated Need for Mental Health Services

## Asian/ Pacific Islander



**Prevalence Estimates for Medi-Cal Population <200% poverty level**

Source:  
California Mental Health and Substance Use System Needs Assessment  
Final Report: February 2012



**VCBH Medi-Cal Beneficiaries Served per Year**

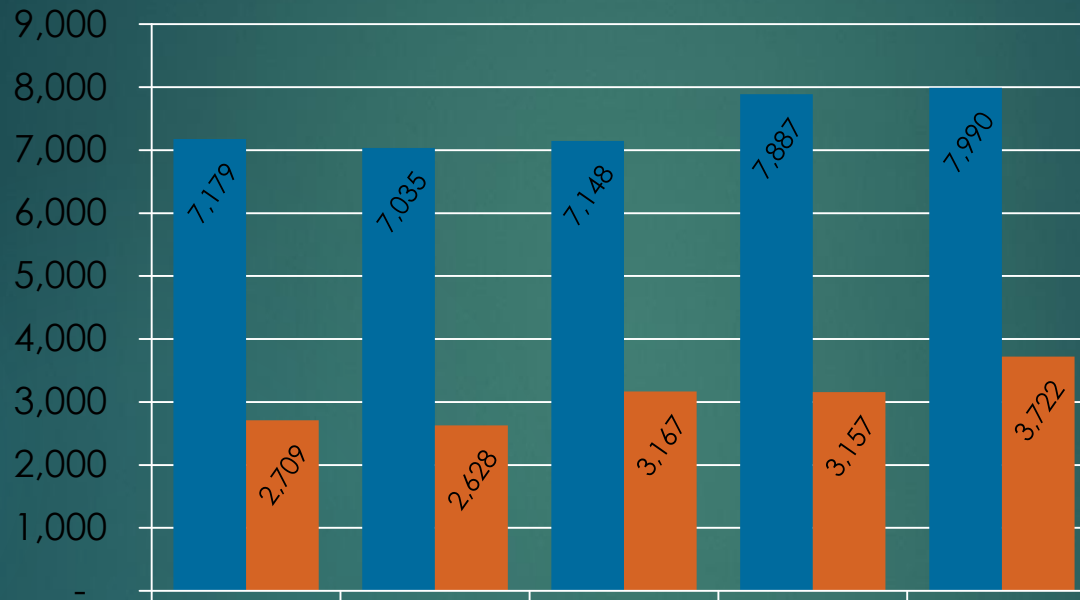
Source:  
California External Quality Review Organization (EQRO)

Calendar Year	CY11	CY12	CY13	CY14	CY15
Prevalence Rate (%)	4.67	4.67	4.67	4.67	4.67
Penetration Rate (%)	3.06	2.62	1.73	1.91	1.99

Prevalence Estimates (Blue Bar) reflects the Ventura County Medi-Cal Population with a Serious Mental Illness

# Ventura County Estimated Need for Mental Health Services

## Hispanic



**Prevalence Estimates for Medi-Cal Population <200% poverty level**

Source:  
California Mental Health and Substance Use System Needs Assessment  
Final Report: February 2012

**VCBH Medi-Cal Beneficiaries Served per Year**

Source:  
California External Quality Review Organization (EQRO)

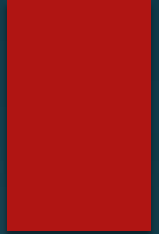
Calendar Year	CY11	CY12	CY13	CY14	CY15
Prevalence Rate (%)	7.88	7.88	7.88	7.88	7.88
Penetration Rate (%)	2.97	2.94	3.46	3.15	3.31

Prevalence Estimates (Blue Bar) reflects the Ventura County Medi-Cal Population with a Serious Mental Illness



# The Crisis

88%

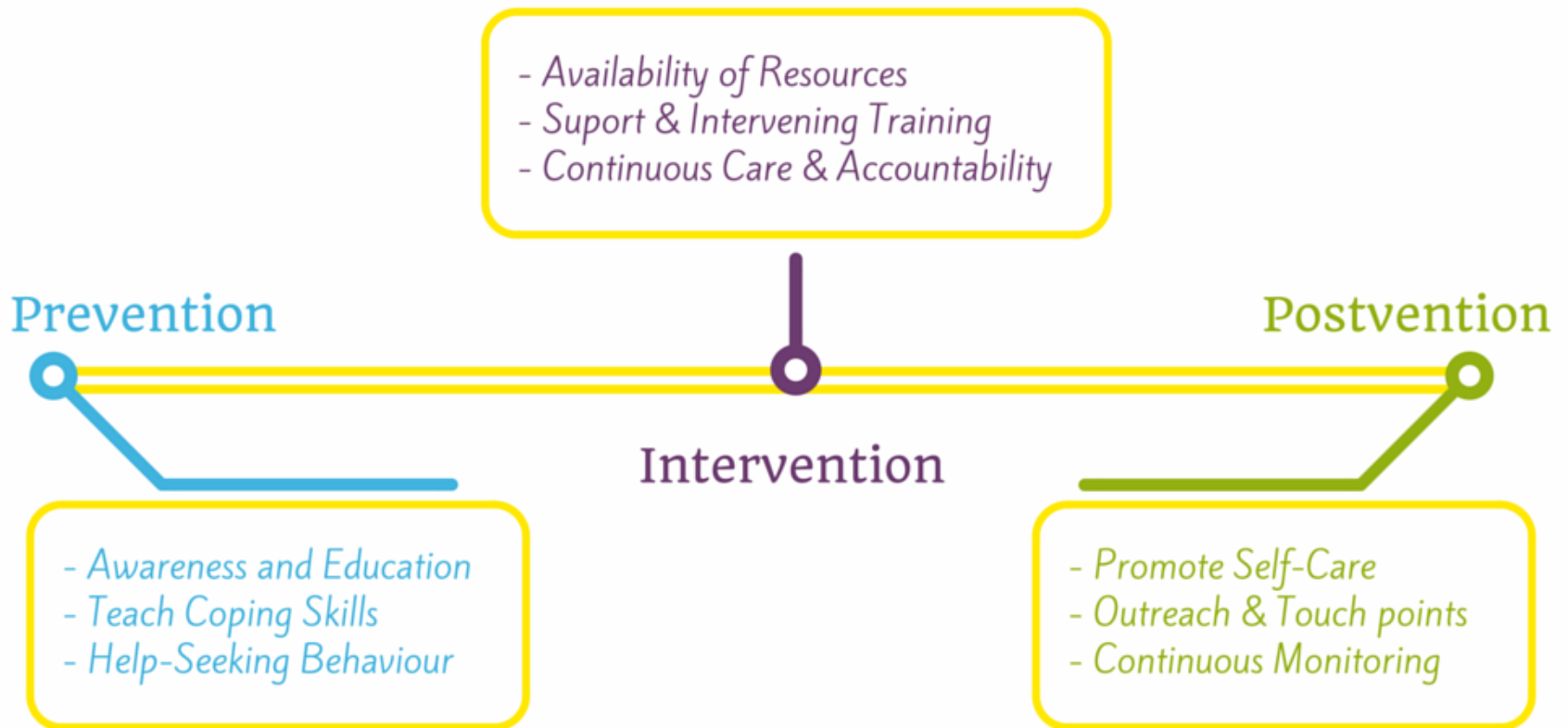


# The Crisis

88%

percent of Latino  
children who have  
unmet mental health  
needs

# The Solution



# The Solution - Prevention

- ▶ Needs Assessment
- ▶ Social skills teaching
- ▶ Sports and clubs
- ▶ Rewards and recognition
- ▶ Anti-bullying programs
- ▶ Behavioral support
- ▶ Peer mediation
- ▶ Restorative justice
- ▶ Coping skills
- ▶ PBIS
  - ▶ Positive climate
  - ▶ School connectedness
- ▶ Home visits
- ▶ Alcohol and drug programs
- ▶ Counseling
- ▶ Agency referral
- ▶ Self care and wellness
  - ▶ Mindfulness
  - ▶ Yoga
  - ▶ Breathing techniques
  - ▶ Tension reduction exercises
- ▶ Education (suicide awareness)
  - ▶ Signs
  - ▶ How to get help

# The Solution - Intervention

- ▶ Psychological first aid
- ▶ SafeTALK training
  - ▶ Tell
  - ▶ Ask
  - ▶ Listen
  - ▶ Keep safe
- ▶ School crisis team
  - ▶ Trained staff
  - ▶ Immediate response
  - ▶ Assessment
  - ▶ Protocols
- ▶ VCBH Crisis team
  - ▶ Multi-disciplinary team (LMFT, LCSW, RN, LVN, psychiatric tech)
  - ▶ Rapid response (75% < one hour)
  - ▶ Assessment
  - ▶ Stabilization
  - ▶ Safety plan
  - ▶ Crisis Stabilization Unit (CSU)
  - ▶ Hospitalization (5585)

# The Solution - Postvention

- ▶ Debriefing
- ▶ Re-entry protocol
- ▶ Release of information
- ▶ Safety plan
- ▶ Accommodations
- ▶ “Child find”
- ▶ Grief counseling
- ▶ Agency referral
- ▶ Monitoring
- ▶ Asset development
- ▶ Warning signs
- ▶ Resiliency
- ▶ Trusting relationships
- ▶ Family support services
  - ▶ Social service agencies
  - ▶ “Wrap around” services
  - ▶ Foster youth services
  - ▶ McKinney/Vento (experiencing homelessness)
  - ▶ Asset mapping

# School Site Support Staff

## School Counselors

- ▶ One full time position at every school, plus one more at all middle schools
- ▶ Academic and behavior support
- ▶ Positive Behavior Interventions and Supports (PBIS)
- ▶ One-on-one
- ▶ Small group
- ▶ Integration with outside agencies

## Outreach Specialists

- ▶ One full time position at every school
- ▶ Focus on attendance (drop out prevention)
- ▶ Student Success Team (SST) Coordinator
- ▶ Social services
  - ▶ Food
  - ▶ Clothing
  - ▶ Housing
  - ▶ Medical, dental

# District Support Staff



- ▶ Community Liaison
- ▶ District Outreach Specialist
- ▶ Licensed Marriage and Family Therapist
- ▶ Licensed Clinical Social Workers (2)
- ▶ District Behavior Specialists (2)



If you can help a child,  
you don't have to spend  
years repairing an adult



OSD BOARD AGENDA ITEM

**Name of Contributor:** Robin I. Freeman

**Date of Meeting:** 2/7/18

- A. Preliminary   X    
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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Recognition of Students - Honoring Oxnard School District's Million Word Readers  
(Freeman/Curtis)**

---

Students who have read One Million Words will be recognized by the Board of Trustees. Students will receive a t-shirt that states, "I Read 1,000,000 Words What's your Superpower."

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept this item as presented.

**ADDITIONAL MATERIAL:** None

OSD BOARD AGENDA ITEM

**Name of Contributor: Robin I. Freeman**

**Date of Meeting: 2/7/18**

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

**Recognition for Driscoll's and Berry Pack on behalf of Migrant Families (Freeman/Batista)**

In December, volunteers from Driscoll's Philanthropy Team conducted their annual basket and blanket giveaway for Migrant Families across the Oxnard School District. They put together baskets of food, a gift card, and blankets that were then distributed to families in need. Teams from these two companies worked together with Vallarta Supermarket who supports the event through negotiated prices on food and delivering the items on the day of the event. We would like to acknowledge the hard work of Moises Hurtado from Driscoll's who worked closely with the Educational Services Department and it is his perseverance and hard work which makes this event a success each year.

In addition, recently retired school district employee Celia Gonzales supported by Educational Services Department employees: Rosaelia Ambriz, Angela Duarte, Argelia Alvarado and Norma Zarate spent many volunteer hours assisting with the project.

We appreciate all the volunteers for their dedication and support to the Oxnard community.

**RATIONALE:**

That recognition is given to the donors for their commitment and dedication to our community.

**FISCAL IMPACT:**

- \$7,500 was donated by Driscoll's
  - \$5,000 was donated by Berry Pack
- For the purchase of 200 food baskets and 400 blankets.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of English Learner Services that the Board of Trustees accepts the donations as outlined above.

**ATTACHMENTS:** None

## BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 2/7/18

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 E: APPROVAL OF MINUTES \_\_\_\_\_

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

### **Adoption and Presentation of Resolution #17-23 for National School Counseling Week, February 5-9, 2018 (Freeman/Ridge)**

The American School Counselor Association (ASCA) has recognized February 5-9, 2018 as National School Counseling Week, "School Counselors: Helping Students Reach for the Stars."

The District recognizes school counselors for the tremendous impact they have in helping students achieve school success and plan for a career.

School counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and school counselors help parents focus on ways to further the educational, personal and social growth of their children.

School counselors seek to identify and utilize communication resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society.

### **FISCAL IMPACT**

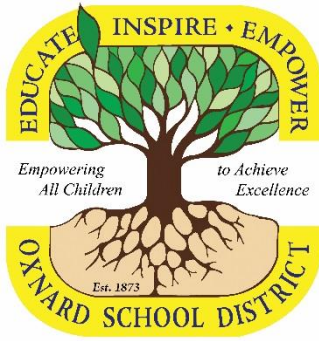
None

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Educational Services and of the Director, Pupil Services that the Board of Trustees approve the Adoption and Presentation of Resolution #17-23, in recognition of February 5-9, 2018 as National School Counseling Week.

### **ADDITIONAL MATERIAL**

Attached: Resolution (1 page)



**RESOLUTION #17-23  
OXNARD SCHOOL DISTRICT  
BOARD OF TRUSTEES**

***National School Counseling Week  
February 5-9, 2018***

*“School Counselors: Helping Students Reach for the Stars”*

**WHEREAS**, school counselors are employed in public and private schools to help students reach their full potential; and

**WHEREAS**, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

**WHEREAS**, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

**WHEREAS**, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves, and

**WHEREAS**, school counselors seek to identify and utilize communication resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society, and

**WHEREAS**, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District proclaims the week of February 5-9, 2018, as ***National School Counseling Week***, and encourages staff and the community at large to celebrate the important contributions of this vital profession.

**BE IT FURTHER RESOLVED** that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding School Counselors in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 7<sup>th</sup> day of February 2018.

\_\_\_\_\_  
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(s):** Letitia Austin, Public Information Officer

**Date of Meeting:** 2/7/18

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

**Title:** New Digital Flyer Practices

---

**Description:**

We are moving forward with the implementation of a new digital flyer practice at all OSD schools as well as at the District Office. The official launch date is February 1, 2018.

Background: Peachjar (digital flyer channel) delivers digital flyers to parents with important information about after-school and school-related activities. Parents view district-approved flyers sent via email and available on school websites. Peachjar will save not only our schools, community partners, and the district valuable time and money, but it also provides parents with easy access to information and opportunities available for their children.

Implementation included the education and training of school office staff and principals as well as informing parents and community organizations about the use and effectiveness of Peachjar. All District flyers will continue to be approved by the Superintendent and/or the Public Information Officer to ensure the information provided to parents is appropriate and supportive of our vision and mission.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Information only

**ADDITIONAL MATERIAL:**

**Attached:** Power Point presentation



# New Digital Flyer Practices

connecting our community

Letitia Austin, Public Information Officer

# What does Peachjar offer?

## Our Community Partners

- Broader access to our parents through email, OSD app, and website
- High quality, engaging design templates; full-color presentation
- Reduced expense. Eliminates copying and delivery costs
- Hyperlinks to additional information. Easy registration
- Easy shareability on social media
- Detailed analytics on flyer performance by school

### Add Peachjar's "Sign Up Now" Button



Be sure to include a "Sign Up Now" button to drive parents to your registration page! Here's how...

- 1 Log into your account and click "Send a Flyer"
- 2 During Step 5, provide the URL to your event or program registration page
- 3 Click the "Test Registration URL" button to check the link
- 4 Submit your flyer for district approval



A "Sign Up Now" button will appear below your flyer in the emails sent to parents, and on each selected school's website.



# What does Peachjar offer?

## Our parents

- School and organization information delivered where and when wanted
- Flyers are sorted by sponsor (school, PTO, community)
- Improved access to opportunities for children
- Easy signup for events and activities through hyperlinks
- Reduced backpack clutter; increased environmental awareness
- Virtual “refrigerator door” collects flyers in one easy-access place



# What does Peachjar offer?

## Our Schools and District

- Unlimited free flyers, newsletters, event registrations, resources, etc.
- Unlimited free flyers for school support organizations (ex: PTA, etc.)
- Unlimited free flyers for district programs (ex: Oxnard Scholars, etc.)
- Meet the preferences of millennial parents
- Digital flyer approval system
- Save staff time. Teachers, aides, office staff, volunteers can focus on teaching and learning



# Why use Peachjar?

## Improved Cost Savings, Efficiency and Results



# Will we alienate parents or organizations?

## OSD & Peachjar is committed to helping organizations be successful

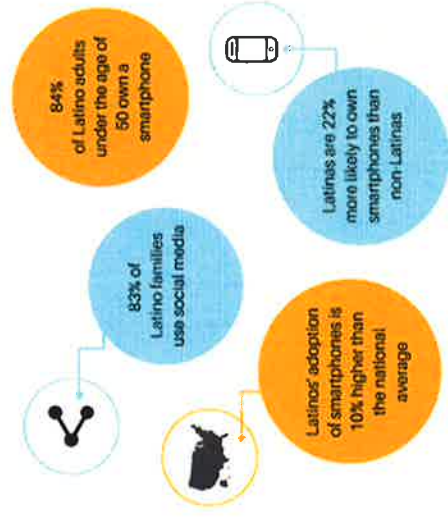
We will actively engage with community partners on a continuous basis to diminish any concerns, explain the process, costs, and provide support

## Peachjar understands Oxnard School District parents

- 90% of new parents are millennials\*
- 87% of Latino adults under age 50 own a smartphone\*\*

\*Source: Pew Research Center

\*\*Source: Pew Research Center



# Plan

## Implementation of Peachjar throughout the district

- Informed and educated principals and school office staff as well as our parents and community organizations about the effectiveness of Peachjar
- Updated website, OSD app, posted to social media
- Peachjar provides training for all users
- Launched on February 1, 2018



ANY  
QUESTIONS?

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2nd Reading \_\_\_\_\_

**REPORT ON RESOLUTION #17-24 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS.” (Penanhoat/CFW)**

The District’s bond measure, Measure D, was approved by District voters on November 8, 2016, authorizing the District to issue GO Bonds in the amount of up to \$142.5 million. The first phase of financing was obtained with Series A Bonds issued in March 2017 in the amount of \$81 million, leaving \$62.5 million authorized but unissued. The Resolution #17-26 for consideration starts the process of obtaining phase two financing, with the issuance of Series B Bonds in the amount of \$20 Million.

Resolution #17-24, presented as informational, authorizes the Bonds to be issued as traditional tax-exempt general obligation bonds pursuant to California law. The resolution authorizes the Bonds to be issued as a combination of current interest bonds and capital appreciation bonds. Under California law (AB 182), when capital appreciation bonds are proposed, the resolution must first be presented to the Board as an information item, and at the next meeting may be voted upon as an action item. Items required to be disclosed to the Board at the informational meeting relating to the bond structure are included in Appendix B and Appendix C to the Resolution. Action is expected on this Resolution on February 21, 2018. The Bonds may only be issued in full compliance with all applicable laws, including the provisions of AB 182, and the District’s Debt Management Policy. ***AB 182 requires the following statement appear on the agenda: Resolution authorizes bonds which allow for the compounding of interest.***





## RESOLUTION NO. 17-24

### RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS

**WHEREAS**, an election was duly and regularly held in the Oxnard School District (the "District") on November 8, 2016, in accordance with Article XIII A Section 1 paragraph (b) subsection (2) of the California Constitution, for the purpose of submitting Measure D (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$142,500,000 (the "Bonds"), and the requisite fifty-five percent of the votes cast were in favor of the issuance of the Bonds; and

**WHEREAS**, the abbreviated form of the Bond Measure is:

*"To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens' Oversight Committee, annual audits, and no money for administrator salaries?";*  
and

**WHEREAS**, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

**WHEREAS**, pursuant to the Bond Law, on March 30, 2017, the District issued its General Obligation Bonds, Election of 2016, Series A in the aggregate principal amount of \$81,000,000 to finance the first phase of projects authorized pursuant to the Bond Measure; and

**WHEREAS**, the District wishes at this time to initiate proceedings for the issuance of a second series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$20,000,000 to be designated "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B" (the "Series B Bonds") as provided in this Resolution for the purpose of providing financing for the second phase of projects authorized under the Bond Measure;

**WHEREAS**, as required by Education Code Section 15268, the Series B Bonds shall be issued only in a principal amount that does not cause the District to exceed applicable bonding capacity limitations, taking into account any waivers that have been granted by the California State Department of Education, including specifically the waiver that was granted to the District on March 9, 2017; and

**WHEREAS**, as required by Government Code Section 53508.5 and Education Code Section 15146(b)(2), because it is anticipated that a portion of the Series B Bonds will be issued as capital appreciation bonds which provide for the compounding of interest as provided herein, this Resolution was publicly noticed as an information item on the agenda for the February 7, 2018 meeting of the Board, and the Board was presented with the following items, all as more particularly set forth in Appendix B, attached hereto and made a part hereof:

- an analysis containing the total overall cost of the Series B Bonds that allow for the compounding of interest,
- a comparison to the overall cost of issuing only current interest bonds,
- the reasons that capital appreciation bonds that provide for the compounding of interest are being recommended, and
- a copy of the disclosure made by the Underwriter (defined herein) in compliance with Municipal Securities Rulemaking Board Rule G-17;

**WHEREAS**, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix C is the information relating to the Series B Bonds that has been obtained by the Board and is hereby disclosed and made public; and

**WHEREAS**, on February 15, 2017, the Board approved a Debt Issuance and Management Policy (BP 3470) which complies with Government Code Section 8855, and the delivery of the Series B Bonds will be in compliance with said policy;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Oxnard School District as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Accreted Value” means, with respect to any Capital Appreciation Bond, the total amount of principal thereof and interest payable thereon as of any Compounding Date determined solely by reference to the Table of Accreted Values set forth on such Capital Appreciation Bond. The Accreted Value of any Capital Appreciation Bond as of any date other than a Compounding Date will be the sum of (a) the Accreted Value as of the Compounding Date immediately preceding the date as of which the calculation is being made plus (b) interest on the Accreted Value determined under the preceding clause (a), computed to the date as of which the calculation is being made at the Accretion Rate set forth on such Capital Appreciation Bond (computed on the basis of a 360-day year of twelve 30-day months).

“Accretion Rate” means, unless otherwise provided by the Bond Purchase Agreement pursuant to Section 3.01, the rate which, when applied to the principal

amount of any Capital Appreciation Bond and compounded semiannually on each Compounding Date, produces the Maturity Value of such Capital Appreciation Bond on the maturity date thereof.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series B Bonds.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure D submitted to and approved by the requisite two-thirds of the voters pursuant to the provisions of the California Constitution and the California Education Code on November 8, 2016, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series B Bonds and pay the purchase price therefor.

“Building Fund” means the fund established and held by the County Treasurer under Section 3.03.

“Capital Appreciation Bonds” means the Series B Bonds which are designated as such in the Bond Purchase Agreement, the interest on which is compounded semiannually on each Compounding Date and is payable in full at maturity as shown in the table of Accreted Value for the Capital Appreciation Bonds.

“Closing Date” means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

“Compounding Date” means, with respect to any Capital Appreciation Bond, each February 1 and August 1, unless otherwise provided in the Bond Purchase Agreement, commencing on the date set forth in the Bond Purchase Agreement, to and including the date of maturity or redemption of such Capital Appreciation Bond.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series B Bonds.

“County” means County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or any authorized deputy or designee thereof.

“Current Interest Bonds” means the Series B Bonds which are designated as such in the Bond Purchase Agreement, the interest on which is payable on a current basis on each Interest Payment Date.

“Debt Service Fund” means the account established and held by the County Treasurer under Section 4.02.

“Denominational Amount” means, with respect to any Capital Appreciation Bonds, the initial purchase price (exclusive of any premium) of such Capital Appreciation Bond .

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Oxnard School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Superintendent, the Deputy Superintendent, Business and Fiscal Services, and such any of such officer’s written designees, and any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series B Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Interest Payment Dates” with respect to any Current Interest Bond, means February 1 and August 1 in each year during the term of such Current Interest Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Maturity Value” means, with respect to any Capital Appreciation Bond, the Accreted Value of such Capital Appreciation Bond to be paid at maturity.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

“Paying Agent” means any bank, trust company, national banking association or other financial institution appointed as paying agent for the Bonds in the manner provided in Article VI of this Resolution. The County, if appointed by the District, may serve as the District’s paying agent, including through a designated agent.

“Record Date” means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series B Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Series B Bonds” means the not-to-exceed \$20,000,000 aggregate principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the underwriter of the Series B Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is adopted by the Board under the authority of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, taking into account and waivers of said limits which have been granted to the District. Further, for the purposes of determining the principal amount of the Series B Bonds which are issued hereunder, the principal amount of any Capital Appreciation Bonds shall be equal to the Denominational Amount thereof.

## ARTICLE II

### THE SERIES B BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series B Bonds in the aggregate principal amount not to exceed \$20,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) subsection (2) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition and construction of educational facilities in accordance with the Bond Measure and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Series B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, or any combination thereof, and shall be designated the "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B", together with any further designations as may be identified in the Bond Purchase Agreement.

#### SECTION 2.02. *Terms of Series B Bonds.*

(a) Terms of Current Interest Bonds. The Current Interest Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Current Interest Bonds maturing in the year of maturity of the Current Interest Bond for which the denomination is specified. Current Interest Bonds will be lettered and numbered as the Paying Agent may prescribe. The Current Interest Bonds will be dated as of the Closing Date.

Interest on the Current Interest Bonds is payable semiannually on each Interest Payment Date. Each Current Interest Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Current Interest Bond is in default at the time of authentication thereof, such Current Interest Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Terms of Capital Appreciation Bonds. The Capital Appreciation Bonds will be issued in fully registered form without coupons in denominations of \$5,000 in Maturity Values or any integral multiple thereof (except that one Capital Appreciation Bond may be issued in a denomination the Maturity Value of which is not an integral multiple of \$5,000), maturing on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the maturity amounts as will be determined upon the sale thereof. Interest on the Capital Appreciation Bonds compounds on each Compounding Date at the respective Accretion Rates to be determined upon the sale

thereof, and is payable solely at maturity or upon earlier redemption thereof as hereinafter provided.

Each Capital Appreciation Bond will be dated as of the Closing Date. The Accreted Value of the Capital Appreciation Bonds will be payable solely at maturity or earlier redemption thereof to the Owners thereof upon presentation and surrender thereof at the Office of the Paying Agent. The Accreted Value of the Capital Appreciation Bonds will be payable in lawful money of the United States of America upon presentation and surrender thereof at the Office of the Paying Agent.

(c) Maturities; Basis of Interest Calculation. The Series B Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof. The final maturity of the Series B Bonds will be not more than the maximum term permitted under the Bond Law. If the final maturity date of Current Interest Bonds exceeds 30 years from the Closing Date, a District Representative familiar with the project is authorized to certify that the useful life of the project to be financed with the proceeds of the Series B Bonds exceeds the final maturity of the Series B Bonds. Interest on the Series B Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(d) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(e) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(f) Interest Rates. The interest rates to be born by each maturity of the Series B Bonds shall not exceed the legal limit of 8 percent. Upon the sale of the Series B Bonds, the District may identify maturities of the Series B Bonds, if any, which include step-up coupons, provided that said coupons are within said required legal limits.

(g) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution



and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series B Bonds.*

(a) Optional Redemption Dates and Prices. The Series B Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement subject to the restrictions set forth in Section 3.01(a)(iv).

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series B Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series B Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Resolution) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 portions (principal amount or Maturity Value, as applicable). The Series B Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between

two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Series B Bonds.* The Current Interest Bonds and the Capital Appreciation Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series B Bonds.* The Series B Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series B Bonds.* Subject to Section 2.10, any Series B Bond may, in accordance with its terms, be transferred, upon the Registration Books,

by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount. No transfers of Series B Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series B Bonds.* Series B Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the cases of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted

below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series B Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of the DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of the DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for the DTC (or its successor) because the DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of the DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a

determination by the County (upon consultation with the District) to remove the DTC or its successor (or any substitute depository or its successor) from its functions as depository.

## ARTICLE III

### SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

#### SECTION 3.01. *Sale of Series B Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series B Bonds to Stifel, Nicolaus & Company, Incorporated, as Underwriter. The Series B Bonds shall be sold pursuant to the Bond Purchase Agreement, in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the limitations contained herein are reflected in the Purchase Contract, including:

- (i) the Series B Bonds shall bear rates of interest or Accretion Rates of not to exceed eight percent (8%) per annum;
- (ii) the Series B Bonds which are Capital Appreciation Bonds shall have a final maturity date of 25 years or less from the date of issuance;
- (iii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed 4:1;
- (iv) the Series B Bonds consisting of Capital Appreciation Bonds shall be subject to redemption prior to maturity at the option of the District, at the Accreted Value thereof, as applicable, without premium, beginning no later than 10 years following the issuance of the Series B Bonds; and
- (v) the Underwriter's discount shall not exceed 1.0% of the principal amount issued.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series B Bonds at negotiated sale for the following reasons: (a) the District requires flexibility in determining whether the Series B Bonds will be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, and a negotiated sale provides flexibility to make such determination at the time of the bond sale, (b) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, and (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited.

(b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, applying for a municipal bond insurance policy and executing all items related to obtaining such policy, if in the best economic interests of the District, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series B Bonds*. The proceeds of the Series B Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series B Bonds will be transferred to the County Office of Education and deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series B Bonds will be transferred to the County Office of Education for deposit in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series B Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such and related custodial agreement.

SECTION 3.03. *Building Fund.* The County Office of Education shall create and maintain a fund designated as the “Oxnard School District, Election of 2016, Series B Building Fund,” into which the proceeds from the sale of the Series A Bonds shall be deposited, to the extent required under Section 3.02(b). The County Office of Education shall maintain separate accounting for the proceeds of the Series B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series B Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Office of Education, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series A Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series B Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Professionals; Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District’s bond counsel and disclosure counsel, and the firm of Caldwell Flores Winters Inc., has previously been engaged to act as the District’s financial advisor (the “Financial Advisor”), in connection with the issuance and sale of the Series B Bonds. The estimated costs of issuance associated with the sale of the Series B Bonds are \$200,000 which include bond counsel and disclosure counsel fees, financial advisor fees, costs of printing the Official Statement, rating agency fees, and paying agent fees, but which do not include underwriting fees or the cost of municipal bond insurance, if obtained.

SECTION 3.05. *Estimates Regarding Assessed Valuations.* The assumptions used in connection with the issuance of the Series B Bonds with respect to assessed valuation growth each year following the issuance of the Series B Bonds until final maturity are set forth in Appendix B hereto.

SECTION 3.06. *Findings Regarding Useful Life.* In the event that Current Interest Bonds are issued with a maturity which extends beyond thirty years, a District Representative which is familiar with the projects to be financed with the proceeds of the Series B Bonds is authorized to make the required findings with respect to the useful life of the projects and the Series B Bonds.

## ARTICLE IV

### SECURITY FOR THE SERIES B BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series B Bonds.* The Series B Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series B Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Series B Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series B Bonds. The principal of and interest on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest on Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

As provided in Section 15251 of the Education Code, the Series B Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Series B Bonds are executed and delivered.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby requests the County Office of Education to establish, hold and maintain a fund to be known as the "Oxnard School District General Obligation Bonds, Election of 2016, Series B Debt Service Fund", which the County Office of Education shall maintain as a separate account, distinct from all other funds of the County, the Office of Education and the District. All taxes levied by the County, at the request of the District, for the District's payment of the principal of and interest on the Series B Bonds shall be transferred to the County Office of Education and deposited in the Debt Service Fund promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Office of Education shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Office of Education shall transfer



amounts on deposit in the Debt Service Fund, to the extent necessary for the District to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County Office of Education and the County, as applicable, for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Series B Bonds under Section 6.01. Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid by the District, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the District's payment of the Series B Bonds and amounts on deposit in the Debt Service Fund to the District's payment of the principal or redemption price of and interest on the Series B Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the District's payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series B Bonds to provide security for the Series B Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series B Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The

District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board requests and directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series B Bond Owners.* The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the

private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure*. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting*. The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this

Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series B Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

## **ARTICLE VI**

### **THE PAYING AGENT**

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank National Association, or any successor agent thereto, is hereby appointed to act as the initial Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The County Treasurer may also be appointed to serve as Paying Agent.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to

which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series B Bonds.* The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Series B Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in

respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

## ARTICLE VII

### REMEDIES OF SERIES B BOND OWNERS

SECTION 7.01. *Remedies of Series B Bond Owners.* Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B

Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series B Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

SECTION 9.02. *Defeasance of Series B Bonds.*

(a) Discharge of Resolution. Any or all of the Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) with the Paying Agent or other escrow agent to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this



Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other agent money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the

case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent or other escrow agent in trust for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series B Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Application of Provisions to Capital Appreciation Bonds.* Whenever in this Resolution reference is made to the payment of the principal of and interest on the Series B Bonds, such reference includes payment of the Accreted Value and Maturity Value of the Capital Appreciation Bonds, unless otherwise required by the context or by the express provisions of such reference. Whenever in this Resolution any reference is made to the rights of the Owners of the Series B Bonds as measured by the principal amount of such Series B Bonds, the principal amount of the Capital Appreciation Bonds shall be deemed to be the Accreted Value thereof as of the date of exercise of such rights. Notwithstanding the foregoing, for purposes of any statutory or constitutional limitation on the principal amount of bonds which may be issued and outstanding by the District at any time, the principal amount of the Capital Appreciation Bonds shall be deemed to be the Denominational Amount thereof.

SECTION 9.04. *Execution of Documents and Proof of Ownership by Series B Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be

recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.05. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.06. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.07. *Destruction of Canceled Series B Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

SECTION 9.08. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and

powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

SECTION 9.09. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

PASSED AND ADOPTED on February 21, 2018, by the following vote:

AYES:

NOES:

ABSENT:

By: \_\_\_\_\_  
President of the Board of Trustees  
Oxnard School District,  
Ventura County, California

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Trustees  
Oxnard School District,  
Ventura County, California

**APPENDIX A-1**

**FORM OF SERIES B CURRENT INTEREST BOND**

**REGISTERED BOND NO.** \_\_\_\_\_

**\*\*\*\$** \_\_\_\_\_ **\*\*\***

**OXNARD SCHOOL DISTRICT**  
(Ventura County, California)  
**GENERAL OBLIGATION BOND**  
**ELECTION OF 2016, SERIES B**

**INTEREST RATE  
PER ANNUM:**

**MATURITY DATE:**

**DATED DATE:**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:** \*\*\* \_\_\_\_\_ **DOLLARS\*\*\***

The Oxnard School District (the "District"), located in the County of Ventura (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing \_\_\_\_\_ 1, 2018 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15<sup>th</sup> day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before \_\_\_\_\_ 15, 2018, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being U.S. Bank National Association, Los Angeles, California. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15<sup>th</sup> day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B" (the "Bonds"), in an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to

designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on February 1, 2018 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite fifty-five percent vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$142,500,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$\_\_\_\_\_ and as Capital Appreciation Bonds (of which this Bond is one) in the aggregate denominational amount of \$\_\_\_\_\_, all subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount (or in the case of Capital Appreciation Bonds, \$5,000 maturity value) or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the

option of the District, from any available source of funds, on August 1, 20\_\_ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date (August 1)	Principal Amount To Be Redeemed
---	---------------------------------------

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15<sup>th</sup> calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Governing Board, all as of the date stated above.

**OXNARD SCHOOL DISTRICT**

By \_\_\_\_\_  
President

Attest:

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



**FORM OF CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Resolution.

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

**U.S. BANK NATIONAL ASSOCIATION**, as  
Paying Agent

By: \_\_\_\_\_  
Authorized Signatory

**FORM OF ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

**APPENDIX A-2**

**FORM OF SERIES B CAPITAL APPRECIATION BOND**

**CAB BOND NO.** \_\_\_\_\_

**\*\*\*\$** \_\_\_\_\_ **\*\*\***  
**(Maturity Value)**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
VENTURA COUNTY**

**OXNARD SCHOOL DISTRICT**  
**(Ventura County, California)**  
**GENERAL OBLIGATION BOND**  
**ELECTION OF 2016, SERIES B**

**ACCRETION RATE:      MATURITY DATE:      DATED DATE:      CUSIP:**

**REGISTERED OWNER:**

**DENOMINATIONAL AMOUNT: \*\*\*** \_\_\_\_\_ **DOLLARS\*\*\***

**MATURITY VALUE: \*\*\*** \_\_\_\_\_ **DOLLARS\*\*\***

The OXNARD SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received, hereby promises to pay to the Registered Owner stated above, or registered assigns, the Maturity Value stated above on the Maturity Date stated above. The Accreted Value (as such term is defined in the within-mentioned Resolution) of this Bond as of any date will be determined in accordance with the Table of Accreted Values set forth hereon, representing the principal amount per \$5,000 of Maturity Value together with interest thereon from the Dated Date stated above, compounded semiannually on February 1 and August 1 of each year, commencing \_\_\_\_\_, 2018 (each, a "Compounding Date"), on the basis of a 360-day year comprised of twelve 30-day months, at a rate equal to the Accretion Rate per annum set forth above. The Accreted Value hereof is payable upon presentation and surrender of this Bond at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being U.S. Bank National Association, in Los Angeles, California. The Accreted Value hereof is payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B" (the "Bonds"), in an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other

provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on February 21, 2018 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite two-thirds vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$142,500,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$\_\_\_\_\_ and as Capital Appreciation Bonds (of which this Bond is one) in the aggregate denominational amount of \$\_\_\_\_\_, all subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount (or in the case of Capital Appreciation Bonds, \$5,000 maturity value) or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20\_\_ and on any

date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[*If applicable:*] The Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date ( <u>August 1</u> )	Principal Amount To Be <u>Redeemed</u>
--	--

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15<sup>th</sup> calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of the Secretary of its Governing Board, all as of the date stated above.

**OXNARD SCHOOL DISTRICT**

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary of the Board

**FORM OF CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

**U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent**

By: \_\_\_\_\_  
Authorized Signatory

**FORM OF ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_, attorney, to transfer the same on the registration books of the Bond  
Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by a an  
eligible guarantor institution.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must  
correspond with the name(s) as written on the face  
of the within Bond in every particular without  
alteration or enlargement or any change  
whatsoever.

## APPENDIX B

### DISCLOSURE REQUIRED BY EDUCATION CODE SECTION 15146(b)(1)(E)

1. Analysis of total overall cost of Capital Appreciation Bonds (CABs) (see attached)
2. Comparison to overall cost of Current Interest Bonds (CIBs) (see attached)
3. Reasons that a combination of current interest bonds and capital appreciation bonds are being recommended: Capital appreciation bonds (CABs) have been included in the bond structure because if CABS were not included and only CIBs were issued, the tax rate required to support 2016 Election Bonds (Series A and Series B) is projected to exceed the legal maximum of \$30 per \$100,000 of assessed valuation. Issuing some maturities of the Series B Bonds as CABs is essential to this financing in order to obtain the needed amounts for projects and to stay within tax rate limitations. Without the issuance of some maturities of the Series B Bonds as CABs, the issuance could not legally proceed and the District would not be able to obtain the amount needed for Phase 2 projects of 2016 election voter-approved projects.
4. AV Growth Assumption used in connection with issuance of Series B Bonds: 4.00% annually commencing FY 2018-19.
5. Copy of Rule G-17 Letter (see attached)

**Oxnard School District**  
(Ventura County, California)  
General Obligation Bonds, Election of 2016, Series B

New Money AB 182 Requirement Summary		
	Scenario 1	Scenario 2
<b>Par Amount</b>	\$17,700,000	\$17,696,405
<b>Type of Bonds</b>	CIBs CIB-Step Coupons 29 Years	CIBs & CABS CIB-Step Coupons 29 Years
<b>Estimated Net Debt Service</b>	\$38,000,946	\$38,721,094
<b>Estimated Repayment Ratio</b>	2.15x	2.19x
<b>Percent of CABS</b>	0.00%	11.79%
<b>Highest Tax Rate</b>	\$30.55	\$29.99
<b>Average Tax Rate</b>	\$28.93	\$28.93



**Oxnard School District**  
(Ventura County, California)  
Scenario 1: CIBs, CIB-Step Coupons

Estimated Tax Rates on General Obligation Bonds

Period Ending	Estimated Assessed Valuation Growth Rate	Total District Assessed Valuation	Election of 2016		Total Net Debt Service	Estimated Annual Tax for Property with \$100,000 Assessed Value	All Debt Estimated Annual Tax for Property with \$100,000 Assessed Value
			Actual Series A Net Debt Service	Estimated Series B Net Debt Service			
1-Aug 2017	3.56%	\$12,231,081,218	-	-	-	\$0.00	\$98.87
2018	4.77%	12,813,934,964	-	-	-	0.00	83.70
2019	4.00%	13,326,492,363	\$1,240,950	\$1,493,521	\$2,734,471	29.84	120.19
2020	4.00%	13,859,552,057	3,945,375	245,400	4,190,775	30.26	115.67
2021	4.00%	14,413,934,139	3,945,375	245,400	4,190,775	29.01	113.00
2022	4.00%	14,990,491,505	3,945,375	496,788	4,442,163	30.55	112.88
2023	4.00%	15,590,111,165	3,945,375	784,088	4,729,463	30.45	111.39
2024	4.00%	16,213,715,612	4,035,375	820,000	4,855,375	29.91	109.43
2025	4.00%	16,862,264,236	4,195,875	820,000	5,015,875	29.72	108.25
2026	4.00%	17,536,754,806	4,363,125	820,000	5,183,125	29.51	106.40
2027	4.00%	18,238,224,998	4,536,375	820,000	5,356,375	29.32	106.75
2028	4.00%	18,967,753,998	4,719,875	820,000	5,539,875	29.16	102.90
2029	4.00%	19,726,464,158	4,910,300	820,000	5,730,300	28.97	101.77
2030	4.00%	20,515,522,724	5,107,050	820,000	5,927,050	28.80	96.25
2031	4.00%	21,336,143,633	5,306,300	820,000	6,126,300	28.61	94.25
2032	4.00%	22,189,589,378	5,522,300	820,000	6,342,300	28.47	87.05
2033	4.00%	23,077,172,953	5,743,550	850,000	6,593,550	28.45	85.63
2034	4.00%	24,000,259,872	5,969,050	893,500	6,862,550	28.46	65.14
2035	4.00%	24,960,270,266	6,212,800	929,750	7,142,550	28.47	65.88
2036	4.00%	25,958,681,077	6,458,050	969,000	7,427,050	28.44	65.53
2037	4.00%	26,997,028,320	6,718,800	1,011,000	7,729,800	28.45	57.75
2038	4.00%	28,076,909,453	6,983,300	1,060,500	8,043,800	28.45	58.14
2039	4.00%	29,199,985,831	7,265,300	1,102,000	8,367,300	28.44	58.11
2040	4.00%	30,367,985,264	7,557,800	1,150,750	8,708,550	28.45	58.12
2041	4.00%	31,582,704,675	7,859,050	1,201,250	9,060,300	28.44	44.97
2042	4.00%	32,846,012,862	8,172,300	1,253,250	9,425,550	28.43	45.57
2043	4.00%	34,159,853,376	8,500,550	1,306,500	9,807,050	28.43	45.46
2044	4.00%	35,526,247,511	8,841,550	1,365,750	10,207,300	28.44	45.28
2045	4.00%	36,947,297,412	9,193,050	1,425,500	10,618,550	28.43	28.43
2046	4.00%	38,425,189,308	9,562,800	1,465,500	11,028,300	28.43	28.43
2047	4.00%	39,962,196,881	-	11,371,500	11,371,500	28.10	28.10
<b>Avg. AV Growth</b>	<b>4.00%</b>		<b>\$ 164,756,975</b>	<b>\$ 38,000,946</b>	<b>\$ 202,757,921</b>		
			<b>Par Amount:</b>	<b>17,700,000</b>			
			<b>% CIBs:</b>	<b>19%</b>			
			<b>% CABs:</b>	<b>0%</b>			
			<b>% Step Coupon:</b>	<b>81%</b>			

**Oxnard School District**  
(Ventura County, California)  
*Scenario 2: CIBs & CABs, CIB-Step Coupons*

**Estimated Tax Rates on General Obligation Bonds**

Period Ending	Estimated Assessed Valuation Growth Rate	Total District Assessed Valuation	Election of 2016			Total Net Debt Service	Estimated Annual Tax for Property with \$100,000 Assessed Value	All Debt Estimated Annual Tax for Property with \$100,000 Assessed Value
			Actual Series A Net Debt Service	Estimated Series B Net Debt Service	Net Debt Service			
1-Aug 2017	3.56%	\$12,231,081,218	-	-	-	\$0.00	\$98.87	
2018	4.77%	12,813,934,964	-	-	-	0.24	83.94	
2019	4.00%	13,326,492,363	\$1,240,950	\$1,532,894	\$2,773,844	29.83	120.18	
2020	4.00%	13,859,552,057	3,945,375	207,100	4,152,475	29.97	115.38	
2021	4.00%	14,413,934,139	3,945,375	207,100	4,152,475	28.75	112.73	
2022	4.00%	14,990,491,505	3,945,375	429,525	4,374,900	29.99	112.32	
2023	4.00%	15,590,111,165	3,945,375	683,725	4,629,100	29.78	110.73	
2024	4.00%	16,213,715,612	4,035,375	715,500	4,750,875	29.27	108.79	
2025	4.00%	16,862,264,236	4,195,875	715,500	4,911,375	29.10	107.63	
2026	4.00%	17,536,754,806	4,363,125	715,500	5,078,625	28.92	105.80	
2027	4.00%	18,238,224,998	4,536,375	715,500	5,251,875	28.74	106.18	
2028	4.00%	18,967,753,998	4,719,875	740,500	5,460,375	28.75	102.49	
2029	4.00%	19,726,464,158	4,910,300	775,500	5,685,800	28.76	101.56	
2030	4.00%	20,515,522,724	5,107,050	810,500	5,917,550	28.76	96.22	
2031	4.00%	21,336,143,633	5,306,300	850,500	6,156,800	28.76	94.40	
2032	4.00%	22,189,589,378	5,522,300	880,500	6,402,800	28.75	87.32	
2033	4.00%	23,077,172,953	5,743,550	920,500	6,664,050	28.76	85.94	
2034	4.00%	24,000,259,872	5,969,050	965,500	6,934,550	28.76	65.45	
2035	4.00%	24,960,270,266	6,212,800	1,000,500	7,213,300	28.75	66.17	
2036	4.00%	25,958,681,077	6,458,050	1,050,500	7,508,550	28.77	65.85	
2037	4.00%	26,997,028,320	6,718,800	1,090,500	7,809,300	28.75	58.05	
2038	4.00%	28,076,909,453	6,983,300	1,145,500	8,128,800	28.77	58.46	
2039	4.00%	29,199,985,831	7,265,300	1,190,500	8,455,800	28.76	58.42	
2040	4.00%	30,367,985,264	7,557,800	1,240,500	8,798,300	28.76	58.43	
2041	4.00%	31,582,704,675	7,859,050	1,295,500	9,154,550	28.76	45.29	
2042	4.00%	32,846,012,862	8,172,300	1,350,500	9,522,800	28.75	45.89	
2043	4.00%	34,159,853,376	8,500,550	1,410,500	9,911,050	28.73	45.77	
2044	4.00%	35,526,247,511	8,841,550	1,470,750	10,312,300	28.73	45.57	
2045	4.00%	36,947,297,412	9,193,050	1,536,250	10,729,300	28.72	28.72	
2046	4.00%	38,425,189,308	9,562,800	1,581,500	11,144,300	28.73	28.73	
2047	4.00%	39,962,196,881	-	11,492,250	11,492,250	28.40	28.40	
<b>Avg. AV Growth</b>	<b>4.00%</b>		<b>\$ 164,756,975</b>	<b>\$ 38,721,094</b>	<b>\$ 203,478,069</b>			

**Par Amount: 17,696,405**  
**% CIBs: 16%**  
**% CABs: 12%**  
**% Step Coupon: 72%**



515 South Figueroa Street, Suite 1800, Los Angeles CA 90071

January 10, 2018

Janet Penanhoat  
Assistant Superintendent, Business & Fiscal Services  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

**Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction**  
Oxnard School District  
General Obligation Bonds, Election of 2016, Series B

Dear Ms. Penanhoat,

The Oxnard School District (“District”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”), are entering into this engagement letter to confirm that they are engaged in discussions related to a potential issue of municipal securities referenced above (the “Bonds”) and to formalize Stifel’s role as underwriter with respect to the sale of the Bonds.

### ***Engagement as Underwriter***

The District is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. The District hereby designates Stifel as an underwriter for the Bonds. The District expects that Stifel will provide advice to the District on the structure, timing, terms and other matters concerning the Bonds.

### ***Limitation of Engagement***

It is Issuer’s intent that Stifel serve as an underwriter or placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Education of Issuer, finalizing the structure of the Issue and executing a bond purchase agreement or placement agent agreement, as applicable. While Issuer presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

### ***Role Disclosure***

The District hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter or:

- 1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires underwriters to deal fairly at all times with both municipal issuers and investors;
- 2) the underwriter’s primary role is to purchase securities for distribution to investors in an arm’s-length commercial transaction with District and it may have financial and other interests that may differ from those of District;

- 3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of District without regard to its own financial or other interests;
- 4) the underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- 5) the underwriter will review the official statement for the Bonds, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

### ***Disclosures Concerning the Underwriter's Compensation***

The underwriter will be compensated by a fee and/or underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the Issue. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the discount or fee may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### ***Conflicts of Interest Disclosures***

Stifel has not identified any potential or actual material conflicts that require disclosure.

### ***Disclosures Relating to Complex Municipal Securities Financing – Capital Appreciation Bonds***

Under MSRB Rule G-17, the Underwriters must provide an issuer with disclosures about “complex municipal securities financings” that they recommend to the issuer for a negotiated offering. Capital Appreciation Bonds (“CAB”) may be considered a “complex municipal securities financing”.

The following is a general description of Capital Appreciation Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue CABs.

### **Financial Characteristics**

A Capital Appreciation Bond (CAB) is a bond on which the interest accretes, or compounds on itself, and is not paid out periodically. This can be contrasted with a traditional Current Interest Bond (CIB). The issuer of a CIB pays interest periodically to the bondholder, and pays back the principal at maturity. The issuer of a CAB pays no periodic interest to the bondholder. Instead, on each accretion date (the date when interest would normally be paid on a CIB) the interest is computed and then compounded, or essentially added to the principal. At maturity, the issuer repays the principal, all of the interest, and all of the interest on interest.

### **Financial Risk Considerations**

Listed below are certain factors and risks to be considered when issuing CABs:

1. The rate of interest on a CAB is typically higher than a CIB of the same maturity.

2. The total debt service, or total principal and interest paid, on a CAB will be more than on a CIB of corresponding maturity. This is due to two reasons: first, the CAB interest rate is higher, which leads to more interest being paid. Second, since each interest payment is accreted, or added to principal, the issuer is paying interest on interest.
3. Due to no payments being made on a CAB until maturity, the maturity value can be large in comparison to the original principal amount. The longer the term the CAB is outstanding, the greater the maturity value compared to the original principal amount.
4. Often CABs are issued without an optional call provision.
5. If a CAB has an optional call provision, it often requires a higher adjustment on the yield at the time of sale (reflecting the value of the call provision) than a comparable CIB.
6. The costs associated with selling CABs, primarily the underwriters discount, is usually greater on a CAB than on a comparable CIB based on original bond proceeds.

***Disclosures Relating to Complex Municipal Securities Financing – Stepped Coupon Current Interest Bonds***

Under MSRB Rule G-17, the Underwriters must provide an issuer with disclosures about “complex municipal securities financings” that they recommend to the issuer for a negotiated offering. Stepped Coupon Current Interest Bonds (STEP) may be considered a “complex municipal securities financing”.

The following is a general description of Stepped Coupon Current Interest Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue STEP.

**Financial Characteristics**

A STEP has a coupon payment that increase or “step-up” over the life of the security according to a predetermined schedule. In most cases, step-ups become callable by the issuer on each anniversary date that the coupon resets or continuously after an initial non-call period. There are several variations of this type of bond but typically they fall into one of two categories: one-step bonds, in which the coupon will reset once during the life of the bond; or multi-step bonds, where the coupon will reset multiple times.

As it pertains to the District’s upcoming General Obligation Bonds, Election of 2016, Series B transaction, it is anticipated that there will be two step-up dates, on August 1, 2022 and August 1, 2023. It is also anticipated that the STEPs will bear a 10-year optional call provision. These preliminary characteristics are subject to change as a result of the sale of the Bonds. The District and its financial advisor will be involved to accept or decline the final structuring proposal as a result of the negotiated sale of the Bonds.

**Financial Risk Considerations**

Listed below are certain factors and risks to be considered when issuing a STEP:

1. The rate of interest on a STEP may typically higher than a traditional current interest bond (CIB) of the same maturity. The cost of the STEP will be included in the true interest cost disclosed to the District as a result of the final pricing results.
2. The total debt service, or total principal and interest paid, on a STEP may be more than on a traditional CIB of a corresponding maturity.

3. A STEP usually has an optional call provision, but may not depending on market conditions at the time of sale. Optional call provisions of a STEP are determined by investor demand at the time of sale and may occur on various "step-up" dates.

It is our understanding that you have the authority to bind the District by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement of the receipt of this letter. Accordingly, sign and return the enclosed copy of this letter to us as a PDF.

We look forward to working with the District on the sale of the Bonds. Do not hesitate to contact us at the phone numbers indicated below with any questions regarding the content of this letter.

Sincerely,



John R. Baracy  
Managing Director  
Stifel, Nicolaus & Company, Inc.  
515 South Figueroa Street, Suite 1800  
Los Angeles, CA 90071  
(213) 443-5025  
jbaracy@stifel.com

Accepted and Executed



Janet Penanhoat  
Assistant Superintendent, Business & Fiscal Services

Date: 01/17/18

cc: Courtney Jones, *Jones Hall*  
Emilio Flores, *Caldwell Flores Winters*  
Albert Reyes, *Nossaman LLP*  
Esther Jin, *Stifel, Nicolaus & Company, Inc.*

## APPENDIX C

### REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1 (SB 450 effective January 1, 2018)\*

1. True Interest Cost of the Bonds (Estimated): 4.15%
2. Finance charge of the Bonds, being the sum of all fees and charges paid to third parties (Costs of Issuance of approximately \$200,000 plus estimated underwriter's compensation and bond insurance assuming bond insurance is obtained) (Estimated): \$345,289
3. Proceeds of the Bonds expected to be received by District, net of proceeds for Costs of Issuance in (2) above to paid from the principal amount of the Bonds (\$200,000), and capitalized interest (if any) and reserves (if any) (Estimated): \$19,800,000
4. Total Payment Amount for the Bonds, being the sum of (a) debt service to be paid on the bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Bonds (Estimated): \$38,721,094

---

*\*Information based on estimates made in good faith by the District's Financial Advisor. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the bonds.*

**PRELIMINARY OFFICIAL STATEMENT DATED MARCH 1, 2018****NEW ISSUE - FULL BOOK-ENTRY****RATING: Standard & Poor's: " \_ "**  
**See "RATING" herein.**

*In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described in this Official Statement, under existing law, interest on the Bonds is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, although Bond Counsel observes that interest on the Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income for tax years beginning prior to January 1, 2018. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS."*

**\$20,000,000\***

**OXNARD SCHOOL DISTRICT**  
(Ventura County, California)  
**General Obligation Bonds**  
**Election of 2016, Series B**

**Dated: Date of Delivery****Due: August 1, as shown on inside front cover**

**Authority and Purpose.** The captioned General Obligation Bonds, Election of 2016, Series B (the "Bonds") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on February 21, 2018. The Bonds were authorized at an election of the registered voters of the District held on November 8, 2016, which authorized the issuance of \$142,500,000 principal amount of general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities (the "2016 Authorization"). The Bonds are the second series of bonds to be issued under the 2016 Authorization. See "THE BONDS – Authority for Issuance" and "THE FINANCING PLAN" herein.

**Security.** The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by Ventura County (the "County"). The County Board of Supervisors is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding that are similarly secured by tax levies. See "SECURITY FOR THE BONDS."

**Book-Entry Only.** The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

**Payments.** The Bonds are dated the date of delivery, and will accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing August 1, 2018. Payments of principal and interest on the Bonds will be paid by U.S. Bank National Association, Los Angeles, California, as the designated paying agent, registrar and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

**Redemption.** The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "-Mandatory Sinking Fund Redemption."

**Bond Insurance.** The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds. Whether such insurance is obtained will be determined upon the sale of the Bonds. See "BOND INSURANCE."

---

**MATURITY SCHEDULE**  
(See inside cover)

---

**Cover Page.** This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

*The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Norton Rose Fulbright US LLP, Los Angeles, California is serving as counsel to the Underwriter. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about March 22, 2018.*

**STIFEL**

The date of this Official Statement is \_\_\_\_\_, 2018.

\*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.



## MATURITY SCHEDULE\*

### OXNARD SCHOOL DISTRICT (Ventura County, California) General Obligation Bonds Election of 2016, Series B

Base CUSIP<sup>†</sup>: 692020

<b>Maturity Date (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>CUSIP<sup>†</sup></b>
-------------------------------------	-----------------------------	----------------------	--------------	--------------	--------------------------

*\*Preliminary; subject to change.*

*† CUSIP<sup>®</sup> is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services (CGS) which is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP<sup>®</sup> data is not intended to create a database and does not serve in any way as a substitute for the CUSIP<sup>®</sup> Service Bureau. CUSIP<sup>®</sup> numbers are provided for convenience of reference only. Neither the District nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.*

# **OXNARD SCHOOL DISTRICT**

## **BOARD OF TRUSTEES**

Debra M. Cordes, *President*  
Ernest Morrison, *Clerk*  
Denis O'Leary, *Trustee*  
Veronica Robles-Solis, *Trustee*  
Monica Madrigal Lopez, *Trustee*

---

## **DISTRICT ADMINISTRATION**

Cesar Morales, Ed.D., *Superintendent*  
Janet Penanhoat, *Assistant Superintendent, Business & Fiscal Services*  
Robin Freeman, *Assistant Superintendent, Educational Services*  
Jesus Vaca, Ed.D., *Assistant Superintendent, Human Resources*

---

## **PROFESSIONAL SERVICES**

### **FINANCIAL ADVISOR**

Caldwell Flores Winters Inc.  
*Emeryville, California*

### **BOND AND DISCLOSURE COUNSEL**

Jones Hall, A Professional Law Corporation  
*San Francisco, California*

### **BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT**

U.S. Bank National Association  
*Los Angeles, California*

## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

**Use of Official Statement.** This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

**No Offering Except by This Official Statement.** No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

**No Unlawful Offers or Solicitations.** This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

**Information in Official Statement.** The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

**Estimates and Forecasts.** When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

**Involvement of Underwriter.** The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

**Stabilization of and Changes to Offering Prices.** The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

**Document Summaries.** All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

**No Securities Laws Registration.** The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

**Effective Date.** This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

**Website.** The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	1
THE FINANCING PLAN.....	3
SOURCES AND USES OF FUNDS.....	3
THE BONDS.....	4
Authority for Issuance.....	4
Description of the Bonds.....	4
Book-Entry Only Form.....	4
Optional Redemption.....	5
Mandatory Sinking Fund Redemption.....	5
Notice of Redemption.....	6
Partial Redemption of Bonds.....	6
Right to Rescind Notice of Redemption.....	6
Registration, Transfer and Exchange of Bonds.....	6
Defeasance.....	7
APPLICATION OF PROCEEDS OF BONDS.....	8
Building Fund.....	8
Debt Service Fund.....	8
Investment of Proceeds of Bonds.....	9
DEBT SERVICE SCHEDULES.....	10
SECURITY FOR THE BONDS.....	12
<i>Ad Valorem</i> Taxes.....	12
Debt Service Fund.....	13
Not a County Obligation.....	13
PROPERTY TAXATION.....	14
Property Tax Collection Procedures.....	14
Taxation of State-Assessed Utility Property.....	15
Assessed Valuation.....	15
Reassessments and Appeals of Assessed Value.....	17
Tax Rates.....	18
Tax Levies and Delinquencies.....	19
Major Taxpayers.....	21
Direct and Overlapping Debt.....	22
BOND INSURANCE.....	24
TAX MATTERS.....	24
Tax Exemption.....	24
Other Tax Considerations.....	25
CERTAIN LEGAL MATTERS.....	26
Legality for Investment.....	26
Absence of Litigation.....	26
Compensation of Certain Professionals.....	26
CONTINUING DISCLOSURE.....	26
RATING.....	27
UNDERWRITING.....	27
ADDITIONAL INFORMATION.....	28
APPENDIX A - OXNARD SCHOOL DISTRICT AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2016-17.....	A-1
APPENDIX B - GENERAL AND FINANCIAL INFORMATION FOR OXNARD SCHOOL DISTRICT.....	B-1
APPENDIX C - ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF OXNARD AND VENTURA COUNTY.....	C-1
APPENDIX D - PROPOSED FORM OF OPINION OF BOND COUNSEL.....	D-1
APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE.....	E-1
APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.....	F-1
APPENDIX G - VENTURA COUNTY INVESTMENT POLICY AND REPORT.....	G-1

**[THIS PAGE INTENTIONALLY LEFT BLANK]**

**\$20,000,000\***  
**OXNARD SCHOOL DISTRICT**  
(Ventura County, California)  
**General Obligation Bonds**  
**Election of 2016, Series B**

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the captioned General Obligation Bonds Election of 2016, Series B (the “**Bonds**”) by the Oxnard School District (the “**District**”).

## INTRODUCTION

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.*

**The District.** The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the “**County**”). It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment in the District in fiscal year 2017-18 is approximately 16,608 students. See also Appendix C hereto for demographic and other statistical information regarding the City of Oxnard and the County.

**Purpose.** The net proceeds of the Bonds will be used to finance school construction and improvements as authorized by the requisite 55% of the voters of the District (the “**2016 Authorization**”) at an election held in the District on November 8, 2016 (the “**Bond Election**”). See “THE FINANCING PLAN” herein.

**Authority for Issuance of the Bonds.** The Bonds will be issued pursuant to the 2016 Authorization, certain provisions of the Government Code of the State, commencing with Section 53506 thereof (the “**Bond Law**”), and a resolution adopted by the Board of Trustees of the District on February 21, 2018 (the “**Bond Resolution**”). See “THE BONDS - Authority for Issuance” herein.

**Payment and Registration of the Bonds.** The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “THE BONDS” and “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

---

*\*Preliminary; subject to change.*

**Redemption.** The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Optional Redemption” and “– Mandatory Sinking Fund Redemption.”

**Security and Sources of Payment for the Bonds.** The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property located in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE BONDS.”

The District has other series of general obligation bonds outstanding that are payable from *ad valorem* taxes levied on taxable property in the District. See “DEBT SERVICE SCHEDULES” and “DISTRICT FINANCIAL INFORMATION – Existing Debt Obligations-General Obligation Bonds” in Appendix B.

**Municipal Bond Insurance.** The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds. Whether such insurance is obtained will be determined upon the sale of the Bonds. See “BOND INSURANCE”

**Tax Matters.** Assuming compliance with certain covenants and provisions of the Internal Revenue Code of 1986, in the opinion of Bond Counsel, interest on the Bonds is not includable in gross income for federal income tax purposes although it may be includable in the calculation for certain taxes. Also, in the opinion of Bond Counsel, interest on the Bonds is exempt from State of California (the “**State**”) personal income taxes. See “TAX MATTERS” herein.

**Other Information.** This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the Superintendent’s Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose a charge for copying, mailing and handling.

## THE FINANCING PLAN

General. The proceeds of the Bonds will be used to finance projects approved by the voters pursuant to the 2016 Authorization, including related costs of issuance. The abbreviated form of the ballot measure (limited to 75 words or less) is as follows:

*“To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens’ Oversight Committee, annual audits, and no money for administrator salaries?”*

The Bonds will be the second series of general obligation bonds issued pursuant to the 2016 Authorization.

Bonding Capacity Waiver. Following a public hearing and approval by the District Board of a resolution pursuing a bonding capacity waiver, the District applied for and received a bonding capacity waiver from the State Department of Education on March 9, 2017 (the “**Waiver**”). The Waiver authorizes the District to have general obligation bond indebtedness outstanding in an amount not to exceed 2.12% of assessed valuation as determined at the time of bond issuance pursuant to the California Education Code.

## SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

### Sources of Funds

Principal Amount of Bonds  
Net Original Issue Premium

#### **Total Sources**

### Uses of Funds

Deposit to Building Fund  
Deposit to Debt Service Fund  
Costs of Issuance<sup>(1)</sup>

#### **Total Uses**

---

(1) Estimated costs of issuance include, but are not limited to, Underwriter’s discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, Financial Advisor, Paying Agent, bond insurance premium (if any), and the rating agency.



## THE BONDS

### Authority for Issuance

The Bonds will be issued under the Bond Law and the Bond Resolution.

### Description of the Bonds

The Bonds mature in the years and in the amounts and bear interest at the rates per annum all as set forth on the inside cover page hereof. Interest shall be computed based on a 360-day year of twelve 30-day months. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “Book-Entry Only System” below and “APPENDIX F – DTC and the Book-Entry Only System.”

The Bonds will be issued in the denomination of \$5,000 principal amount each or any integral multiple thereof. Interest on the Bonds is payable semiannually on each February 1 and August 1, commencing August 1, 2018 (each, an “**Interest Payment Date**”). Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the fifteenth (15<sup>th</sup>) day of the month preceding the Interest Payment Date (the “**Record Date**”), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to July 15, 2018, in which event it will bear interest from the date of delivery thereof identified on the cover page. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds.

See the maturity schedules on the inside cover page of this Official Statement and “DEBT SERVICE SCHEDULES” herein.

### Book-Entry Only System

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“**DTC**”). Purchasers of the Bonds (the “**Beneficial Owners**”) will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by U.S. Bank National Association, Los Angeles, California (the “**Paying Agent**”) to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice. See “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The Paying Agent, the District, and the Underwriter of the Bonds have no responsibility or liability for payments made on account of beneficial ownership or any aspects of the records relating thereto, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

**Optional Redemption\***

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

**Selection of Bonds for Purpose of Redemption.** Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Bonds may all be separately redeemed.

**Mandatory Sinking Fund Redemption**

The Bonds maturing on August 1, 20\_\_, and August 1, 20\_\_ (the “**Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption will be redeemed in the sinking fund payments amounts and, on the dates set forth below, without premium.

**Term Bonds Maturing August 1, 20\_\_**

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

**Term Bonds Maturing August 1, 20\_\_**

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

If any Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

---

*\*Preliminary, subject to change.*

## **Notice of Redemption**

The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their addresses appearing on the registration books. Notice of any redemption of Bonds shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, and that from and after such date, interest thereon shall cease to accrue.

Neither failure to receive nor failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

## **Partial Redemption of Bonds**

Upon the surrender of any Bond redeemed in part only, the District will execute and the Paying Agent will authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Bond surrendered. Such partial redemption will be valid upon payment of the amount required to be paid to such Owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

## **Right to Rescind Notice of Redemption**

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the owners of the Bonds or any other party related to or arising from such rescission of redemption. The Paying Agent will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution.

## **Registration, Transfer and Exchange of Bonds**

If the book entry system is discontinued, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds.

If the book entry system is discontinued, the person in whose name a Bond is registered on the Bond Register will be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond will be made only to or upon the order of that person;

neither the District, the County nor the Paying Agent will be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Los Angeles, California for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and series. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to an Interest Payment Date or the date established by the Paying Agent for selection of Bonds for redemption until the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) with respect to a Bond after such Bond has been selected or called for redemption in whole or in part.

**Defeasance**

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or
- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the County and the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or Federal Securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Bond Resolution or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

As defined in the Bond Resolution, the term “**Federal Securities**” means United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States.

## **APPLICATION OF PROCEEDS OF BONDS**

### **Building Fund**

The proceeds from the sale of the Bonds, to the extent of the principal amount thereof, will be paid to the County for credit of the fund created and established by the County Office of Education in the Bond Resolution and known as the “Oxnard School District, General Obligation Bonds, Election of 2016, Series B Building Fund” (the “**Building Fund**”), which will be accounted for as separate and distinct from all other District and County funds. The proceeds will be used solely for the purposes for which the Bonds are being issued and for payment of permissible costs of issuance. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Building Fund will be retained in the Building Fund.

### **Debt Service Fund**

As described herein under the heading “SECURITY FOR THE BONDS - Debt Service Fund,” the County Office of Education will establish a debt service fund for the Bonds to be designated the “Oxnard School District, General Obligation Bonds, Election of 2016, Series B Debt Service Fund” (the “**Debt Service Fund**”). Accrued interest and premium, if any, received by the County from the sale of the Bonds will be deposited in the Debt Service Fund which,

together with the collections of *ad valorem* taxes, will be used only for payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Debt Service Fund will be retained in the Debt Service Fund and used to pay the principal of and interest on the Bonds when due. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, will be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, will be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

**Investment of Proceeds of Bonds**

Under California law, the District is generally required to pay all monies received from any source into the County Treasury to be held on behalf of the District. All amounts deposited into the Debt Service Fund, as well as proceeds of taxes held therein for payment of the Bonds, shall be invested at the sole discretion of the County Treasurer pursuant to law and the investment policy of the County. All amounts deposited in the Building Fund of the District shall be invested at the sole discretion of the County Treasurer. See Appendix G for the County's current Investment Policy and recent quarterly report. The County neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations. The District shall maintain or cause to be maintained detailed records with respect to the applicable proceeds.

## DEBT SERVICE SCHEDULES

**The Bonds.** The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions).

### OXNARD SCHOOL DISTRICT Series B Bonds Debt Service Schedule

Bond Year Ending August 1	Principal	Interest	Total Debt Service
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
Total			

**Aggregate General Obligation Bond Debt Service Schedule.** The District has outstanding general obligation bond indebtedness from authorizations received in 2006 and 2012, as well as multiple outstanding series of refunding bonded indebtedness, the proceeds of which have been applied to the refunding of general obligation bonds of the District, which are secured by *ad valorem* taxes that the County is obligated to levy, without limit as to rate or amount, and which are payable on the same basis as the Bonds. See “SECURITY FOR THE BONDS.” The following table shows combined annual debt service for outstanding general obligation bonds and refunding general obligation bonds, together with debt service on the Bonds described herein (assuming no optional redemptions). See “DISTRICT FINANCIAL INFORMATION – Existing Debt Obligations- General Obligation Bonds” in Appendix B for a description of the District’s outstanding general obligation bonds.

**OXNARD SCHOOL DISTRICT  
Combined General Obligation Bonds Debt Service Schedule**

<b>Period Ending (August 1)</b>	<b>2006 Authorization</b>	<b>2012 Authorization</b>	<b>Refunding GOBs</b>	<b>2016 Authorization</b>	<b>The Bonds</b>	<b>Total</b>
2018	\$1,430,000.00	\$ 3,765,181.25	\$6,593,253.76	\$3,945,375.00		
2019	-	3,918,981.25	7,959,662.11	3,945,375.00		
2020	-	4,071,381.25	7,683,406.26	3,945,375.00		
2021	-	4,234,831.25	7,761,231.26	3,945,375.00		
2022	-	4,404,631.25	7,827,193.76	3,945,375.00		
2023	-	4,582,781.25	7,922,806.26	3,945,375.00		
2024	-	4,761,131.25	8,015,556.26	4,035,375.00		
2025	-	4,951,881.25	8,167,287.51	4,195,875.00		
2026	-	5,150,443.75	8,213,093.76	4,363,125.00		
2027	3,120,000.00	5,358,006.25	5,499,850.01	4,536,375.00		
2028	3,245,000.00	5,572,493.75	5,064,993.76	4,719,875.00		
2029	3,370,000.00	5,792,531.25	5,066,181.26	4,910,300.00		
2030	3,505,000.00	6,028,337.50	4,221,756.26	5,107,050.00		
2031	3,650,000.00	6,266,875.00	3,968,125.01	5,306,300.00		
2032	3,795,000.00	6,519,581.25	2,631,075.01	5,522,300.00		
2033	3,945,000.00	6,779,600.00	2,355,675.01	5,743,550.00		
2034	-	7,051,175.00	1,905,731.26	5,969,050.00		
2035	-	7,330,837.50	1,907,512.50	6,212,800.00		
2036	-	7,629,100.00	1,907,268.76	6,458,050.00		
2037	-	7,933,706.26	-	6,718,800.00		
2038	-	8,247,818.76	-	6,983,300.00		
2039	-	8,576,850.00	-	7,265,300.00		
2040	-	8,921,850.00	-	7,557,800.00		
2041	-	5,369,875.00	-	7,859,050.00		
2042	-	5,563,675.00	-	8,172,300.00		
2043	-	5,762,875.00	-	8,500,550.00		
2044	-	5,928,000.00	-	8,841,550.00		
2045	-	-	-	9,193,050.00		
2046	-	-	-	9,562,800.00		
<b>TOTAL</b>	<b>\$26,060,000.00</b>	<b>\$160,474,431.27</b>	<b>\$104,671,659.78</b>	<b>\$171,406,775.00</b>		



## SECURITY FOR THE BONDS

### **Ad Valorem Taxes**

**Bonds Payable from Ad Valorem Property Taxes.** The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates).

**Other Bonds Payable from Ad Valorem Property Taxes.** The District has other general obligation bond and refunding bond issues outstanding which are payable from *ad valorem* taxes. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District, which is payable from *ad valorem* taxes levied on parcels in the District. See "PROPERTY TAXATION – Tax Rates" and "- Direct and Overlapping Debt" below.

**Levy and Collection.** The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is maintained by the County and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property.

**Statutory Lien on Ad Valorem Tax Revenues.** Pursuant to Senate Bill 222 effective January 1, 2016, voter approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

**Annual Tax Rates.** The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, drought, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate.

**Debt Service Fund**

The County Office of Education will establish a Debt Service Fund for the Bonds, which will be established as a separate fund to be maintained distinct from all other funds of the County and the Office of Education. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Bonds will be deposited in the Debt Service Fund promptly upon its receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The County Office of Education will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Bonds as the same becomes due and payable.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the District shall transfer such amounts to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

**Not a County Obligation**

The Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal of and interest on the Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Bonds, the Bonds are not a debt of the County.

*[Remainder of page intentionally left blank.]*

## PROPERTY TAXATION

### Property Tax Collection Procedures

In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing State assessed public utilities’ property and real property, the taxes on which create a lien on such property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

**Taxation of State-Assessed Utility Property**

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization (“SBE”) and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as “unitary property,” a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and “operating nonunitary” property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

**Assessed Valuation**

**Assessed Valuation History.** The table below shows a recent history of the District’s assessed valuation.

**OXNARD SCHOOL DISTRICT  
Assessed Valuation  
Fiscal Year 2008-09 through Fiscal Year 2017-18**

<b>Fiscal Year</b>	<b>Local Secured</b>	<b>Utility</b>	<b>Unsecured</b>	<b>Total Before Redevelopment Increment</b>	<b>% Change</b>
2008-09	\$10,289,763,060	\$44,811,506	\$588,785,515	\$10,923,360,081	--
2009-10	9,586,571,904	48,411,506	621,989,118	10,256,972,528	(6.1)%
2010-11	9,534,052,884	76,631,223	612,272,200	10,222,956,307	(0.3)
2011-12	9,474,840,551	66,837,369	587,163,739	10,128,841,659	(0.9)
2012-13	9,577,905,562	53,637,640	593,233,603	10,224,776,805	0.9
2013-14	9,875,630,783	34,435,156	613,236,660	10,523,302,599	2.9
2014-15	10,597,503,942	39,593,576	621,441,796	11,258,539,314	7.0
2015-16	11,159,738,946	35,923,728	615,391,189	11,811,053,863	4.9
2016-17	11,572,450,695	27,821,419	630,809,104	12,231,081,218	3.6
2017-18	--on order--				

Source: California Municipal Statistics, Inc.

**Factors Relating to Increases/Decreases in Assessed Value.** As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and natural disasters such as earthquakes, fires, floods and droughts. Notable natural disasters in recent years include drought conditions throughout the State, which ended in 2017 due to record-level precipitation in late 2016 and early 2017, with the exception of Fresno, Kings, Tulare and Tuolumne counties, where emergency drinking water projects are currently in place to address diminished groundwater supplies.

In addition, wildfires have occurred in recent years in different regions of the State, and recently Governor Jerry Brown, on October 12, 2017 declared states of emergency in Napa, Sonoma and Yuba counties, and again on December 4, 2017 and December 7, 2017, declared states of emergency in Los Angeles and Ventura Counties, and San Diego and Santa Barbara

Counties, respectively. Related flooding and mudslides also occurred in January 2018. The District cannot predict or make any representations regarding the effects that wildfires, flooding, mudslides or any other natural disasters and related conditions has had or may have on the value of taxable property within the District, or to what extent the effects said disasters might have had on economic activity in the District or throughout the State.

**Assessed Valuation by Land Use.** The table below shows the land use of property within the District, as measured by assessed valuation and the number of parcels for fiscal year 2017-18. As shown, the majority of the District’s assessed valuation is represented by residential property.

**OXNARD SCHOOL DISTRICT  
Assessed Valuation and Parcels by Land Use  
Fiscal Year 2017-18**

-2017-18 data on order-

<b>Non-Residential:</b>	<b>2016-17 Assessed Valuation <sup>(1)</sup></b>	<b>% of Total</b>	<b>No. of Parcels</b>	<b>% of Total</b>
Agricultural	\$177,250,373	1.53%	127	0.40%
Commercial	716,895,002	6.19	853	2.69
Vacant Commercial	20,482,619	0.18	116	0.37
Industrial/Food Processing	1,303,724,317	11.27	617	1.95
Oil & Gas Production	211,849,112	1.83	42	0.13
Vacant Industrial	11,238,067	0.10	173	0.55
Recreational	16,074,418	0.14	28	0.09
Government/Social/Institutional	12,382,864	0.11	487	1.54
Miscellaneous	30,215,402	0.26	263	0.83
Subtotal Non-Residential	\$2,500,112,174	21.60%	2,706	8.55%
<b>Residential:</b>				
Single-Family Residence	\$6,418,668,950	55.47%	18,617	58.79%
Condominium/Townhouse	1,798,911,375	15.54	6,551	20.69
Mobile Home	8,953,731	0.08	653	2.06
Mobile Home Park	11,420,529	0.10	8	0.03
2-4 Residential Units	294,285,040	2.54	913	2.88
5+ Residential Units/Apartments	387,056,258	3.34	289	0.91
Hotel/Motel	68,320,309	0.59	59	0.19
Timeshare	370,879	0.00	1,647	5.20
Vacant Residential	84,351,450	0.73	222	0.70
Subtotal Residential	\$9,072,338,521	78.40%	28,959	91.45%
<b>Total</b>	<b>\$11,572,450,695</b>	<b>100.00%</b>	<b>31,665</b>	<b>100.00%</b>

(1) Local secured assessed valuation, excluding tax-exempt property.  
Source: California Municipal Statistics, Inc.

**Assessed Valuation of Single-Family Residential Parcels.** The table below shows the breakdown of the assessed valuations of improved single-family residential parcels in the District for fiscal year 2017-18.

**OXNARD SCHOOL DISTRICT  
Per Parcel 2017-18 Assessed Valuation of Single Family Homes**

-2017-18 data on order-

	<u>No. of Parcels</u>	<u>2016-17 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
Single-Family Residential	18,617	\$6,418,668,950	\$344,775	\$305,306

<u>2016-17 Assessed Valuation</u>	<u>No. of Parcels</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$49,999	918	4.931%	4.931%	\$37,147,966	0.579%	0.579%
\$50,000 - \$99,999	1,653	8.879	13.810	116,965,898	1.822	2.401
\$100,000 - \$149,999	977	5.248	19.058	122,126,044	1.903	4.304
\$150,000 - \$199,999	1,261	6.773	25.831	224,254,793	3.494	7.797
\$200,000 - \$249,999	2,127	11.425	37.256	482,181,731	7.512	15.310
\$250,000 - \$299,999	2,120	11.387	48.644	582,025,379	9.068	24.377
\$300,000 - \$349,999	2,176	11.688	60.332	706,510,632	11.007	35.384
\$350,000 - \$399,999	1,902	10.216	70.548	711,264,590	11.081	46.466
\$400,000 - \$449,999	1,432	7.692	78.240	607,357,800	9.462	55.928
\$450,000 - \$499,999	1,001	5.377	83.617	474,226,871	7.388	63.316
\$500,000 - \$549,999	747	4.012	87.630	391,592,122	6.101	69.417
\$550,000 - \$599,999	522	2.804	90.433	299,006,828	4.658	74.075
\$600,000 - \$649,999	363	1.950	92.383	226,351,481	3.526	77.602
\$650,000 - \$699,999	321	1.724	94.108	216,707,449	3.376	80.978
\$700,000 - \$749,999	225	1.209	95.316	162,433,583	2.531	83.509
\$750,000 - \$799,999	132	0.709	96.025	102,277,384	1.593	85.102
\$800,000 - \$849,999	89	0.478	96.503	73,202,109	1.140	86.243
\$850,000 - \$899,999	87	0.467	96.971	76,143,254	1.186	87.429
\$900,000 - \$949,999	55	0.295	97.266	50,770,391	0.791	88.220
\$950,000 - \$999,999	71	0.381	97.647	69,122,303	1.077	89.297
\$1,000,000 and greater	438	2.353	100.000	687,000,342	10.703	100.000
<b>Total</b>	<b>18,617</b>	<b>100.000%</b>		<b>\$6,418,668,950</b>	<b>100.000%</b>	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple-family units.  
Source: California Municipal Statistics, Inc.

**Reassessments and Appeals of Assessed Value**

Reassessment or appeals of assessed values could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in Appendix B.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most

cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by the County Assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds) may be paid.

**Tax Rates**

The table below summarizes the total *ad valorem* tax rates levied by all taxing entities for property in the District which lies in Tax Rate Area 3-001 during fiscal years 2013-14 through 2017-18.

**OXNARD SCHOOL DISTRICT  
Typical Tax Rates  
(TRA 3-001)  
Dollars per \$100 of Assessed Valuation  
Fiscal Years 2012-2013 through 2016-17**

	2013-14	2014-15	2015-16	2016-17	2017-18
1% General Fund Levy	1.000000	1.000000	1.000000	1.000000	1.000000
Oxnard School District	.102200	.106500	0.099200	.092100	
Oxnard Union HSD	.032500	.017800	0.028200	.022100	-on order-
Ventura CCD	.016700	.017600	0.013000	.015500	
Metropolitan Water District	.003500	.003500	0.003500	.003500	
City of Oxnard	.076637	.076637	0.067563	.047429	
<b>Total</b>	1.231537	1.222037	1.211463	1.180629	

Source: California Municipal Statistics, Inc.

## Tax Levies and Delinquencies

The District's total secured tax collections and delinquencies are apportioned on a County-wide basis, according to the District's designated tax rate amount. Therefore, the total secured tax levies, as well as collections and delinquencies reported, do not represent the actual secured tax levies, collections and delinquencies of taxpayers within the tax areas of the District. In addition, the District's total secured tax levy does not include special assessments, supplemental taxes or other charges which have been assessed on property within the District or other tax rate areas of the County.

The County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "**Teeter Plan**") as provided for in the State Revenue and Taxation Code, which requires the County to pay 100% of secured property taxes due to local agencies in the fiscal year such taxes are due. Under these provisions, each county operating under the Teeter Plan establishes a delinquency reserve and assumes responsibility for all secured delinquencies, assuming that certain conditions are met.

Because of this method of tax collection, the K-12 districts located in counties operating under the Teeter Plan and participating in the Teeter Plan are assured of 100% collection of their secured tax levies if the conditions established under the applicable county's Teeter Plan are met. However, such districts are no longer entitled to share in any penalties due on delinquent payments or in the interest which accrues on delinquent payments.

The Teeter Plan is to remain in effect unless the Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors has received a petition for its discontinuance joined in by resolutions adopted by two thirds of the participating revenue districts in the County, in which event the Board of Supervisors is required to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year.

The Board of Supervisors may, by resolution adopted not later than July 15 of the fiscal year for which it is to apply after holding a public hearing on the matter, discontinue the procedures under the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency. In the event that the Teeter Plan was terminated, the amount of the levy of *ad valorem* taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

So long as the Teeter Plan remains in effect with respect to the District, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County.



The following table shows secured tax charges and delinquencies for secured property in the District for property within the District for fiscal years 2010-11 through 2016-17.

**OXNARD SCHOOL DISTRICT  
Secured Tax Charges and Delinquencies  
Fiscal Years 2010-11 Through 2016-17**

<b>Fiscal Year</b>	<b>Secured Tax Charge <sup>(1)</sup></b>	<b>Amount Delinquent June 30</b>	<b>Percent Delinquent June 30</b>
2010-11	\$18,765,320	\$357,250	1.90%
2011-12	18,542,778	266,915	1.44
2012-13	18,752,651	257,067	1.37
2013-14	19,310,523	175,741	0.91
2014-15	20,727,531	171,390	0.83
2015-16	21,915,073	299,222	1.37
2016-17	-on order-		

(1) 1% General Fund apportionment.

Source: California Municipal Statistics, Inc.

*[Remainder of page intentionally left blank.]*

**Major Taxpayers**

The twenty taxpayers in the District with the greatest combined assessed valuation of secured taxable property on the fiscal year 2017-18 tax roll, and the assessed valuations thereof, are shown below.

The more property (by assessed value) which is owned by a single taxpayer in the District, the greater amount of tax collections are exposed to weaknesses in the taxpayer's financial situation and ability or willingness to pay property taxes. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

**OXNARD SCHOOL DISTRICT  
Largest 2017-18 Local Secured Taxpayers**

-2017-18 data on order-

	<b>Property Owner</b>	<b>Primary Land Use</b>	<b>2016-17 Assessed Valuation</b>	<b>% of Total <sup>(1)</sup></b>
	Vintage Production CA LLC	Oil & Gas Production	\$199,830,337	1.73%
1.				
2.	F. Oliveira Ranch Co., Lessor	Shopping Center	68,932,631	0.60
3.	BG Terminal CA LLC, Lessor	Industrial	67,468,159	0.58
4.	PEGH Investments LLC	Industrial	60,083,827	0.52
5.	Seminis Vegetable Seeds Inc.	Industrial	49,905,227	0.43
6.	Centerpoint Mall LLC	Shopping Center	49,634,238	0.43
7.	Sysco Foods Services of Ventura	Industrial	42,267,210	0.37
8.	Cedar Cresting LP	Apartments	39,371,550	0.34
9.	MPL Property Holdings LLC	Residential Land	33,395,993	0.29
10.	Western Precooling Systems	Industrial	32,975,768	0.28
11.	EF Oxnard LLC	Industrial	32,290,326	0.28
12.	Ostrow Partnership	Shopping Center	29,770,652	0.26
13.	Swift Investments Co.	Shopping Center	29,767,539	0.26
14.	ROIC California LLC	Shopping Center	28,327,034	0.24
15.	Rexford Industrial Realty LP	Industrial	27,128,222	0.23
16.	Boskovich Farms Inc.	Industrial	26,755,471	0.23
17.	Raypak Inc.	Industrial	25,999,149	0.22
18.	Deardorff-Jackson Co.	Industrial	25,731,738	0.22
19.	John McGrath Family Partnership LP	Commercial	24,810,933	0.21
20.	Bill and Sandra Spears Trust	Industrial	23,527,656	0.20
			<u>\$917,973,660</u>	<u>7.93%</u>

(1) 2016-17 Local secured assessed valuation: \$11,572,450,695.  
Source: California Municipal Statistics, Inc.

**Direct and Overlapping Debt**

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. for debt issued as of \_\_\_\_\_ 1, 2018. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

*[Remainder of page intentionally left blank.]*

-Updated data on order-

**OXNARD SCHOOL DISTRICT**  
**Statement of Direct and Overlapping Bonded Debt**  
**Dated as of March 1, 2017**

**2016-17 Assessed Valuation:** \$12,231,081,218

<b><u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>	<b><u>% Applicable</u></b>	<b><u>Debt 3/1/17</u></b>
Metropolitan Water District	0.463%	\$ 347,184
Ventura County Community College District	9.934	28,892,455
Oxnard Union High School District	30.759	48,078,475
<b>Oxnard School District</b>	<b>100.000</b>	<b>176,793,788<sup>(1)(2)</sup></b>
City of Oxnard Community Facilities District No. 1	100.000	7,960,000
City of Oxnard Community Facilities District No. 3	100.000	26,340,000
City of Oxnard 1915 Act Bonds (Estimate)	Various	2,437,886
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$290,849,788</b>

<b><u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u></b>		
Ventura County Certificates of Participation	9.931%	\$ 34,440,211
Ventura County Superintendent of Schools Certificates of Participation	9.931	997,072
Oxnard Union High School District Certificates of Participation	30.759	1,445,058
<b>Oxnard School District Certificates of Participation</b>	<b>100.000</b>	<b>11,791,000</b>
City of Oxnard General Fund Obligation	61.118	50,293,386
City of Port Hueneme General Fund Obligations	36.211	470,743
City of Port Hueneme Pension Obligation Bonds	36.211	1,639,047
City of San Buenaventura General Fund Obligations	0.013	4,015
<b>TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>		<b>\$101,080,532</b>

<b><u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u></b>		
Oxnard Redevelopment Agency H.E.R.O. Project Area	35.568%	\$ 6,857,510
Oxnard Redevelopment Agency Merged Project Area	100.000	9,920,000
<b>TOTAL OVERLAPPING TAX INCREMENT DEBT</b>		<b>\$16,777,510</b>

COMBINED TOTAL DEBT \$408,707,830<sup>(3)</sup>

**Ratios to 2016-17 Assessed Valuation:**

<b>Direct Debt (\$176,793,788)</b> .....	<b>1.45%</b>
Total Direct and Overlapping Tax and Assessment Debt.....	2.38%
<b>Combined Direct Debt (\$188,584,788)</b> .....	<b>1.54%</b>
Combined Total Debt.....	3.34%

**Ratios to Redevelopment Incremental Valuation (\$1,114,115,995):**

Overlapping Tax Increment Debt.....	1.51%
-------------------------------------	-------

(1) Excludes accreted value of capital appreciation bonds.

(2) Excludes the Bonds.

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

## BOND INSURANCE

The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds. Whether such insurance is obtained will be determined upon the sale of the Bonds.

## TAX MATTERS

### Tax Exemption

**Federal Tax Status.** In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, although Bond Counsel observes that interest on the Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income for tax years beginning prior to January 1, 2018.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. Bond Counsel expresses no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

**Tax Treatment of Original Issue Discount and Premium.** If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "**original issue discount**" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "**original issue premium**" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of

accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

**California Tax Status.** In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

### **Other Tax Considerations**

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above, including any federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

In addition, future legislation, if enacted into law, or clarification of the Tax Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Tax Code may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

### **Form of Opinion**

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

## CERTAIN LEGAL MATTERS

### Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

### Absence of Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

The District is routinely subject to lawsuits and claims in the regular course of administering the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

### Compensation of Certain Professionals

Payment of the fees and expenses of Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel to the District, Norton Rose Fulbright US LLP, as Underwriter's Counsel, and Caldwell Flores Winters Inc., as financial advisor to the District, is contingent upon issuance of the Bonds.

## CONTINUING DISCLOSURE

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Bonds in the form attached hereto as Appendix E. The District has covenanted therein, for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board (an "**Annual Report**") not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing March 31, 2019 with the report for the 2017-18 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board (the "**MSRB**"). The filing of this Official Statement with the Municipal Securities Rulemaking Board will serve as the first Annual Report. The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter of the Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the "**Rule**"). The filing of this Official Statement with the MSRB satisfies the District's disclosure obligations under the Rule related to the Annual Report with respect to fiscal year 2016-17.

The District has made undertakings pursuant to the Rule in connection with prior debt issuances. Specific instances of non-compliance with prior undertakings in the previous five years include (i) filing annual reports for fiscal years 2012 through 2015 late, (ii) filing operating

data late or filing operating data that did not conform to the requirements of certain previous undertakings for fiscal years ending 2012 through 2015, (iii) the late filing of the District's first interim and budget reports for the fiscal years ending in 2012 through 2015, (iv) not filing in a timely manner notices of rating changes with respect to rating downgrades and upgrades for bond insurers which insure certain of the District's debt issues, and (v) not filing in a timely manner notices of failure to file annual reports and ratings change notices. Identification of the foregoing instances does not constitute a representation that such instances are material. As of this date, the District has filed each of its Annual Reports for the previous five years, including first interim reports and budget reports, operating data for the previous five years, and has also filed required notices of insured rating changes.

The District currently serves as its own dissemination agent in connection with its prior undertakings as well as the undertaking relating to the Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District's duties regarding continuing disclosure.

**RATING**

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), has assigned a rating of "\_\_\_" to the Bonds. Such rating reflects only the view of S&P and an explanation of the significance of such rating may be obtained only from S&P. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement). There is no assurance that such rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by S&P if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

**UNDERWRITING**

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"). The Underwriter has agreed to purchase the Bonds at a price of \$\_\_\_\_\_ which is equal to the initial principal amount of the Bonds of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_ less an Underwriter's discount of \$\_\_\_\_\_.

The bond purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.



## **ADDITIONAL INFORMATION**

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Bonds will be on file at the offices of the Paying Agent in Los Angeles, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement have been duly authorized by the District.

### **OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Assistant Superintendent,  
Business & Fiscal Services

**APPENDIX A**  
**OXNARD SCHOOL DISTRICT**  
**AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2016-17**

## APPENDIX B

### GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT

*The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the Bonds is payable from the General Fund of the District. The Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the front half of the Official Statement.*

#### General Information

The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the "**County**"). It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment in the District in fiscal year 2017-18 is approximately 16,608 students.

#### Administration

**Board of Education.** The District is governed by a five-member Board of Trustees, each member of which is elected to a four-year term. Elections for positions to the Board of Trustees are held every two years, alternating between two and three available positions. Current members of the Board of Trustees, together with their office and the date their term expires, are listed below.

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Debra M. Cordes	President	November 2018
Ernest Morrison	Clerk	November 2018
Monica Madrigal Lopez	Trustee	November 2020
Denis O'Leary	Trustee	November 2020
Veronica Robles-Solis	Trustee	November 2018

**Superintendent and Administrative Personnel.** The Superintendent of the District, appointed by the Board, is responsible for management of the day-to-day operations and supervises the work of other District administrators. The names and backgrounds of the Superintendent and the senior administrative staff are set forth below.

Dr. Cesar Morales, Superintendent. Dr. Morales has been Superintendent of the District since July 1, 2013. Previously he had worked as an assistant superintendent of human resources for the Lawndale School District in Los Angeles County. He has worked also as a middle school counselor, an assistant principal, and a principal. He earned his Doctorate in Educational Leadership from University of California, Los Angeles.

Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services. Mrs. Penanhoat has been Assistant Superintendent, Business & Fiscal Services, for the District since September 11, 2017. She started her tenure at Oxnard School

District as Director of Finance in March 2012 and served in that capacity for five years. Mrs. Penanhoat has more than 30 years experience in school finance, serving several school districts within Ventura County throughout her career.

Robin Freeman, Assistant Superintendent, Educational Services. Ms. Freeman has been Assistant Superintendent of Educational Services for the District since July 1, 2015. Her career in education includes ten years as Assistant Superintendent, Educational Services and seventeen years as principal at the elementary and middle school levels. Prior to joining the District, she served in the Santa Paula Unified School District and the Hueneme Elementary School District. Ms. Freeman began her teaching career as a high school and junior high English and Reading teacher.

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services. Dr. Vaca has been Assistant Superintendent of Human Resources and Support Services for the District since November 2013. He has held administrative positions in education for over 17 years. Dr. Vaca’s duties include, but are not limited to, collective bargaining as chief negotiator, risk management, employee recruitment and retention, and employee discipline. Dr. Vaca is also the custodian of records and is the Title IX compliance officer for the District. Prior to becoming Assistant Superintendent, Dr. Vaca was a Principal in the Ventura Unified School District. Dr. Vaca received his Doctorate in Educational Leadership from California State University, Northridge.

### Recent Enrollment Trends

The following table shows recent enrollment history for the District.

**ANNUAL ENROLLMENT**  
**Fiscal Years 2005-06 through 2017-18 (Projected)**  
**Oxnard School District**

School Year	Enrollment
2005-06	16,004
2006-07	15,441
2007-08	15,281
2008-09	15,400
2009-10	15,554
2010-11	15,870
2011-12	16,119
2012-13	16,533
2013-14	16,803
2014-15	16,916
2015-16	16,918
2016-17	16,822
2017-18*	16,608

\*Projection as set forth in First Interim Report for fiscal year 2017-18.  
Source: California Department of Education, Educational Demographics Unit; District for 2017-18 Projections.

**Employee Relations**

In fiscal year 2017-18, the District employs approximately [898] full-time certificated employees and 822 full-time classified employees. In addition, the District employs approximately [688] part-time faculty and staff. These employees, excluding management and some part-time employees, are represented as summarized in the following table.

**BARGAINING UNITS  
Oxnard School District**

<b>Employee Group</b>	<b>Representation</b>	<b>Contract Expiration Date</b>
Certificated (teaching)	Oxnard Educators Assn	June 30, 2017*
Certificated (non-teaching)	Oxnard Supportive Services Assn	June 30, 2019
Classified	CA School Employees Assn	October 31, 2017*

*\*Parties operate pursuant to expired terms pending settlement.  
Source: Oxnard School District.*

**Insurance – Joint Powers Agreements**

The District participates in two joint powers agreements (“**JPA**”) entities, the Ventura County Schools Self-Funding Authority (“**VCSSFA**”) and the Ventura County Fast Action School Transit Authority (“**VCFASTA**”). The relationship between the District and the JPAs is such that the JPAs are not component units of the District for financial reporting purposes. See Note 8 of the District’s audited financial statements attached to this Official Statement.

## DISTRICT FINANCIAL INFORMATION

### Education Funding Generally

School districts in California receive operating income primarily from two sources: the State funded portion which is derived from the State's general fund, and a locally funded portion, being the district's share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district's revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance ("**ADA**") for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District's revenue limit and its local property tax revenues.

The fiscal year 2013-14 State budget package replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the "**LCFF**"). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional concentration grant of up to 50% of a local education agency's base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.
- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and will be phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district's proportionate share of the appropriations included in the State budget (based on the percentage of each district's students who are low-income, English learners, and foster youth ("**Targeted Students**")), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

"Full funding" was expected in eight years from original implementation, being fiscal year 2020-21, however it is expected that it will occur sooner based on improved State budgets.

The target LCFF amounts for State school districts and charter schools based on grade levels and Targeted Students is shown below.

**Grade Span Funding at Full LCFF Implementation (Target Amount)**

Grade Span	Base Grant <sup>(1)</sup>	K-3 Class Size Reduction and 9-12 Adjustments	Average Assuming 0% Targeted Students	Average Assuming 25% Targeted Students	Average Assuming 50% Targeted Students	Average Assuming 100% Targeted Students
K-3	\$6,845	\$712	\$7,557	\$7,935	\$8,313	\$10,769
4-6	6,947	N/A	6,947	7,294	7,642	9,899
7-8	7,154	N/A	7,154	7,512	7,869	10,194
9-12	8,289	\$216	8,505	8,930	9,355	12,119

*(1) Does not include adjustments for cost of living.  
Source: California Department of Education.*

The new legislation included a "hold harmless" provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the 2013-14 Budget created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

**District Accounting Practices**

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board (“**GASB**”) published its Statement No. 34 “Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments” on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management’s Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

**Financial Statements**

**General.** The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2017 Audited Financial Statements prepared by Nigro & Nigro PC, Murrieta, California, are on file with the District and available for public inspection at the Office of the Assistant Superintendent, Business and Fiscal Services of the District, Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District has not requested, and the auditor has not provided, any review or update of such Financial Statements in connection with inclusion in this Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District. This District may impose a charge for copying, mailing and handling.



**General Fund Revenues, Expenditures and Changes in Fund Balance.** The following table shows the audited income and expense statements for the District's General Fund for fiscal years 2012-13 through 2016-17.

**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
Fiscal Years 2012-13 through 2016-17 (Audited)<sup>(1)</sup>  
Oxnard School District**

	<b>Audited 2012-13</b>	<b>Audited 2013-14</b>	<b>Audited 2014-15</b>	<b>Audited 2015-16</b>	<b>Audited 2016-17</b>
<b>SOURCES</b>					
Revenue Limit/LCFF Sources <sup>(2)</sup>	\$80,708,014	\$108,351,091	\$127,311,381	\$148,788,199	\$158,958,238
Federal Revenue	10,812,581	10,839,213	13,065,616	11,498,212	13,214,624
Other State Revenue	27,041,981	13,469,896	15,169,410	23,229,681	20,602,262
Other Local Revenue	8,887,489	9,837,142	9,620,057	10,098,065	9,517,198
Total Revenue Limit	<u>127,450,065</u>	<u>142,497,342</u>	<u>165,166,464</u>	<u>193,614,157</u>	<u>202,292,322</u>
<b>EXPENDITURES</b>					
Instruction	85,510,009	91,155,885	110,600,912	117,067,138	129,899,626
Instruction – Related Services	14,169,144	16,057,688	18,720,692	20,687,103	20,814,304
Pupil Services	6,151,627	7,379,861	11,162,054	14,375,225	16,037,749
General Administration	6,842,927	7,880,560	8,132,581	10,251,084	11,502,205
Plant Services	15,028,480	12,702,351	13,419,224	13,972,279	15,579,596
Facility Acquisition and Construction	--	--	--	--	--
Community Services	841,042	870,056	1,425,974	1,376,796	991,700
Transfers of Indirect Costs	--	--	--	(550,740)	(445,095)
Other Outgo	(435,892)	(432,549)	(432,478)	--	--
Debt Service	--	352,729	339,180	669,585	524,936
Capital Outlay	375,466	1,012,247	837,108	410,684	2,183,940
Intergovernmental Transfers	2,003,040	2,344,764	2,155,147	2,567,864	3,292,210
Total Expenditures	<u>130,485,843</u>	<u>139,323,592</u>	<u>166,360,394</u>	<u>180,827,018</u>	<u>200,381,171</u>
Excess of (Deficiency) of Revenues Over Expenditures	(3,035,778)	3,173,750	(1,193,930)	12,787,139	1,911,151
<b>OTHER FINANCING SOURCES</b>					
Operating Transfers In	--	--	--	--	--
Proceeds from Long-Term Debt	4,797,640	--	--	8,000,000	--
Discount on Issuance of Debt	--	--	--	(80,000)	--
Other Financing Sources	--	--	--	--	7,361
Operating Transfers Out	(666,408)	(166,248)	(451,680)	(585,992)	(331,710)
Total Other Financing Sources (uses)	<u>4,131,232</u>	<u>(166,248)</u>	<u>(451,680)</u>	<u>7,334,008</u>	<u>(324,349)</u>
NET Change in Fund Balance	1,095,454	3,007,502	(1,645,610)	20,121,147	1,586,802
Fund Balance, July 1	16,669,030	17,764,484	20,771,986	18,313,118	38,434,265
Adjustments for Restatements	--	--	(813,258)	--	--
Fund Balance, as Restated	<u>--</u>	<u>--</u>	<u>19,958,728</u>	<u>18,313,118</u>	<u>38,434,265</u>
Fund Balance, June 30	<u>\$17,764,484</u>	<u>\$20,771,986</u>	<u>\$18,313,118</u>	<u>\$38,434,265</u>	<u>\$40,021,067</u>

(1) Totals may not foot due to rounding.

(2) LCFF commenced in fiscal year 2013-14.

Source: Oxnard School District - Audited Financial Statements.

## **District Budget and Interim Financial Reporting**

***Budgeting and Interim Reporting Procedures.*** State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Ventura County Superintendent of Schools (the “**County Superintendent**”).

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 (“**A.B. 1200**”) imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent

fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

***District's Budget Approval/Disapproval and Certification History.*** During the past five years, each of the District's adopted budgets has been approved by the County Superintendent, and the District has certified its interim reports as positive.

Copies of the District's budget, interim reports and certifications may be obtained upon request from the District Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose charges for copying, mailing and handling.

*[Remainder of page intentionally left blank.]*

**District's Fiscal Year 2017-18 Budget and 2017-18 First Interim Projections.** The following table shows the general fund income and expense statements for the District for fiscal year 2017-18 (adopted budget and first interim projections).

**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE<sup>(1)</sup>**  
**Fiscal Year 2017-18 (Adopted Budget and First Interim Projections)**  
**Oxnard School District**

	Adopted Budget 2017-18	First Interim Projections 2017-18
<b>Revenues</b>		
LCFF Sources <sup>(2)</sup>	\$161,789,368	\$161,885,171
Federal revenues	10,798,120	14,107,869
Other state revenues	8,626,942	11,648,433
Other local revenues	8,737,785	8,768,546
<b>Total Revenues</b>	<b>189,952,215</b>	<b>196,409,989</b>
<b>Expenditures</b>		
Certificated salaries	83,876,735	88,361,850
Classified salaries	31,134,848	32,294,626
Employee benefits	41,311,287	43,271,930
Books and supplies	18,547,067	20,522,265
Contract services & operating exp.	20,410,153	23,256,761
Capital outlay	3,388,574	9,144,172
Other outgo (excluding indirect costs)	3,137,132	3,076,622
Other outgo – transfers of indirect costs	(567,122)	(617,009)
<b>Total expenditures</b>	<b>201,238,674</b>	<b>219,311,217</b>
Excess of revenues over/(under) expenditures	(11,286,459)	(22,901,228)
<b>Other financing sources (Uses)</b>		
Operating transfers in	--	3,300,000
Operating transfers out	(450,694)	(377,679)
<b>Total other financing sources (uses)</b>	<b>(450,694)</b>	<b>2,922,321</b>
<b>Net change in fund balance</b>	<b>(11,737,153)</b>	<b>(19,978,907)</b>
Fund balance, July 1 <sup>(3)</sup>	40,755,308	40,753,329
<b>Fund balance, June 30</b>	<b>\$29,018,155</b>	<b>\$20,774,422</b>

(1) Totals may not add due to rounding.

(2) LCFF commenced in fiscal year 2013-14. The District has a high proportion of English language learners, students from low-income families and foster youth (90% of student population). Therefore, funding under the LCFF includes base grant funding, supplemental funding and concentration grant funding.

(3) Fund balance does not correspond directly to audited financial statements because reserves are accounted for outside of the general fund for budgeting and interim reporting purposes.

Source: Oxnard School District First Interim Report for Fiscal Year 2017-18.

**District Reserves.** The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains an unrestricted reserve which meets the State's minimum requirements.

In connection with legislation adopted in connection with the State's fiscal year 2014-15 Budget ("**SB 858**"), the Education Code was amended to provide that, beginning in fiscal year 2015-16, if a district's proposed budget includes a local reserve above the minimum recommended level, the governing board must provide the information for review at the annual

public hearing on its proposed budget. In addition, SB 858 included a provision, which became effective upon the passage of Proposition 2 at the November 4, 2014 statewide election, which limits the amount of reserves which may be maintained at the District level. Specifically, the legislation, among other things, enacted Education Code Section 42127.01, which became operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the State's Public School System Stabilization Account (the Proposition 98 reserve), a school district may not adopt a budget that contains a reserve for economic uncertainties in excess of twice the applicable minimum recommended reserve for economic uncertainties established by the State Board (for school districts with ADA over 400,000, the limit is three times the amount). Exemptions can be granted by the County Superintendent under certain circumstances.

On October 11, 2017, the Governor signed new legislation (“**SB 751**”) amending Section 42127.01 of the Education Code, effective January 1, 2018. SB 751 raises the reserve cap established under SB 858 to no more than 10% of a school district’s combined assigned or unassigned ending general fund balance and provides that the reserve cap will be triggered only if there is a minimum balance of 3% of the Proposition 98 reserve. Basic aid school districts and small districts with 2,500 or fewer ADA are exempt from the reserve cap.

**Attendance - Revenue Limit and LCFF Funding**

As described herein, prior to fiscal year 2013-14, school districts in California derived most State funding based on a formula which considered a revenue limit per unit of average daily attendance (“**ADA**”). With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following two tables set forth historical revenue limit funding for the District through fiscal year 2013-14, and LCFF funding for the District for fiscal year 2013-14 through 2017-18 (Projected).

**AVERAGE DAILY ATTENDANCE AND LCFF FUNDING TRENDS  
Fiscal Years 2013-14 through 2017-18  
Oxnard School District**

<b>Fiscal Year</b>	<b>ADA</b>	<b>Total LCFF Funding</b>
2013-14	16,325	\$108,351,091
2014-15	16,394	127,311,381
2015-16	16,359	148,788,199
2016-17	16,183	158,958,238
2017-18 <sup>(1)</sup>	16,068	161,885,171

<sup>(1)</sup> Projected.  
Source: Oxnard School District.

## Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

**LCFF Sources.** District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

**Federal Revenues.** The federal government provides funding for several District programs, including special education programs, programs under No Child Left Behind, the Individuals With Disabilities Education Act, and specialized programs such as Drug Free Schools.

**Other State Revenues.** As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material. For additional discussion of State aid to school districts, see "-State Funding of Education."

**Other Local Revenues.** In addition to local property taxes, the District receives additional local revenues from items such as interest earnings and other local sources.

## District Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the

State Teachers' Retirement System (“**STRS**”) and classified employees are members of the Public Employees' Retirement System (“**PERS**”).

**Implementation of GASB Nos. 68 and 71.** Commencing with fiscal year ended June 30, 2015, the District implemented the provisions of GASB Statement Nos. 68 and 71 which require certain new pension disclosures in the notes to its audited financial statements commencing with the audit for fiscal year 2014-15. Statement No. 68 generally requires the District to recognize its proportionate share of the unfunded pension obligation for STRS and PERS by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. As a result of the implementation of GASB Statement Nos. 68 and 71, the District was required to reflect a restatement of its beginning net position as of July 1, 2014. See “APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2017.”

**STRS.** All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District’s employer contributions to STRS for recent fiscal years are set forth in the following table.

**STRS Contributions  
Oxnard School District  
Fiscal Years 2012-13 through 2017-18 (Projected)**

Fiscal Year	Amount
2012-13	\$4,813,495
2013-14	5,202,433
2014-15	9,569,943
2015-16	8,240,451
2016-17	10,131,610
2017-18 <sup>(1)</sup>	11,964,790

(1) Projected.  
Source: Oxnard School District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial liability of approximately \$96.7 billion as of June 30, 2016 (the date of the last actuarial valuation). In connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”), which represents a legislative effort to address the unfunded liabilities of the STRS pension plan. AB 1469 addressed the funding gap by increasing contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a contribution rate of 8.88% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

The District’s employer contribution rates for fiscal years 2014-15, 2015-16, and 2016-17 were 8.88%, 10.73%, and 13.888%, respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2017-18 through fiscal year 2019-20 are set forth in the following table.

**PROJECTED EMPLOYER CONTRIBUTION RATES (STRS)  
Fiscal Years 2017-18 through 2019-20**

<b>Fiscal Year</b>	<b>Projected Employer Contribution Rate<sup>(1)</sup></b>
2017-18	15.500%
2018-19	17.100
2019-20	18.600

(1) Expressed as a percentage of covered payroll.  
Source: AB 1469

**PERS.** All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. The District is part of a “cost-sharing” pool within PERS. As a result of the implementation of PEPR (defined herein), new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. “Classic” plan members continue to contribute 7.0%. The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the PERS Board of Administration. The contribution requirements of the plan members are established by State statute. The District’s contributions to PERS in recent years are set forth in the following table.

**PERS Contributions  
Oxnard School District  
Fiscal Years 2012-13 through 2017-18 (Projected)**

<b>Fiscal Year</b>	<b>Amount</b>
2012-13	\$2,473,244
2013-14	2,702,232
2014-15	3,200,769
2015-16	3,600,770
2016-17	4,456,972
2017-18 <sup>(1)</sup>	5,231,833

(1) Projected.  
Source: Oxnard School District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$21.8 billion as of June 30, 2016 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund’s unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS voted to lower its



discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

**PERS Discount Rate  
Fiscal Years 2017-18 through 2019-20**

<u>Fiscal Year</u>	<u>Discount Rate</u>
2017-18	7.375%
2018-19	7.250
2019-20	7.000

*Source: PERS.*

The new rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, were implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District’s employer contribution rates for PERS for fiscal years 2014-15, 2015-16, and 2016-17 were 11.771%, 11.847%, and 13.888%, respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2017-18 through fiscal year 2020-21 are set forth in the following table.

**PROJECTED EMPLOYER CONTRIBUTION RATES (PERS)  
Fiscal Years 2017-18 through 2020-21<sup>(1)</sup>**

<u>Fiscal Year</u>	<u>Projected Employer Contribution Rate<sup>(2)</sup></u>
2017-18	15.500%
2018-19	17.100
2019-20	18.600
2020-21	19.800

(1) Rates were estimated by PERS in 2016. The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll.

*Source: PERS*

**California Public Employees’ Pension Reform Act of 2013.** On September 12, 2012, the Governor signed into law the California Public Employees’ Pension Reform Act of 2013 (“**PEPRA**”), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA’s provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of

employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

***Additional Information.*** Additional information regarding the District's retirement programs is available in Note 11 to the District's audited financial statements attached hereto as APPENDIX A. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, [www.calstrs.com](http://www.calstrs.com) and [www.calpers.ca.gov](http://www.calpers.ca.gov), respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

### **Other Post-Employment Retirement Benefits**

***The Plan Generally.*** The Oxnard School District Employee Health and Welfare Benefits Trust (the "**Trust**") administers the Oxnard School District Retiree Benefits Plan (the "**Plan**"), a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions ("**OPEB**") for all permanent full-time certificated and classified employees of the District. Membership of the Plan as of the 2016-17 fiscal year consists of 227 retirees and beneficiaries currently receiving benefits and 1,087 active plan members. Those hired on or after January 1, 2012 have no entitlement to retiree health benefits.

The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. The Board

establishes rates based on an actuarially determined rate. For the fiscal year ended June 30, 2017, the District's average contribution rate was 4.0% of covered-employee payroll. Plan members are not required to contribute to the plan.

The changes in the net OPEB liability of the District at June 30, 2017 were as follows:

**NET OPEB LIABILITY FOR FISCAL YEAR 2016-17  
Oxnard School District**

	<b>Net OPEB Liability</b>
Balance at July 1, 2016	\$75,204,619
<b>Changes for the Year:</b>	
Service Cost	4,724,237
Interest	2,927,328
Employer Contributions	(4,224,791)
Actual Investment Income	(44,421)
Benefit Payments	--
Net Changes	3,382,353
<b>Balance at June 30, 2017</b>	<b>\$78,586,972</b>

*Source: Oxnard School District Audited Financial Statement for Fiscal Year 2016-17.*

**Actuarial Assumptions and Discount Rate.** The total OPEB liability was determined by an actuarial valuation as of June 30, 2017, using the following assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75%
Salary Increases	2.75%
Investment Rate of Return	3.50%
Healthcare Cost Trend Rates	4.00%

The discount rate used to measure the total OPEB liability was 3.5%. The District assumed that contributions would be sufficient to fully fund the obligation over a period not to exceed 30 years. The District used historic 30-year real rates of return for each asset class along with its assumed long-term inflation assumption to set the discount rate. The District offset the expected investment return by investment expenses of 25 basis points.

For the fiscal year ended June 30, 2017, the District recognized OPEB expense of \$7,607,144. The District has no deferred outflows of resources or deferred inflows of resources related to OPEB as of June 30, 2017. At June 30, 2017, the District reported a payable of \$4,224,791 for the outstanding amount of contributions to the Plan required for the year ended June 30, 2017.

**Existing Debt Obligations**

In addition to the District’s ongoing obligations with respect to retirement plans and OPEB described above, the District has outstanding general obligation bond indebtedness, as well as certificates of participation payable from the general fund and an energy retrofit agreement. The District has never defaulted on the payment of principal or interest on any of its long-term indebtedness. See “APPENDIX A - Audited Financial Statements of the District – Note 7 - General Long-Term Debt” for summaries and expected debt service requirements of the District’s long-term debt. See also “DEBT SERVICE SCHEDULES” in the body of this Official Statement.

**General Obligation Bonds.** The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding pursuant to its November 7, 2006 bond election, which authorized up to \$64 million in general obligation bonds; its November 8, 2012 bond election, which authorized up to \$90 million in general obligation bonds; and its November 8, 2016 bond election, which authorized up to \$142.5 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District’s outstanding general obligation bonds.

**SUMMARY OF OUTSTANDING  
GENERAL OBLIGATION BOND INDEBTEDNESS  
Oxnard Unified School District**

Issue Date	Name of General Obligation Bond Issue	Original Principal Amount	Outstanding January 1, 2018
<u>2006 Authorization- \$64 million</u>			
07/11/2008	2006 Election, Series B	\$31,997,467.00	-to be updated-
<u>2012 Authorization- \$90 million</u>			
12/27/2012	2012 Election, Series B	\$18,390,000.00	
05/30/2013	2012 Election, Series B	25,500,000.00	
11/05/2014	2012 Election, Series C	15,750,000.00	
08/04/2015	2012 Election, Series D	30,360,000.00	
<u>2016 Authorization- \$142.5 million</u>			
3/30/2017	2016 Election, Series A	\$81,000,000.00	0
<u>Refunding Bonds</u>			
03/07/1997	1997 Refunding Bonds	\$19,890,672.00	
09/13/2001	2001 Refunding Bonds, Series B	20,920,000.00	
03/07/2011	2010 Refunding Bonds	10,750,000.00	
07/14/2011	2011 Refunding Bonds	7,275,000.00	
07/02/2012	2012 Refunding Bonds	12,240,000.00	
06/19/2014	2014 Refunding Bonds	11,835,000.00	
05/06/2016	2015 Refunding Bonds	14,305,000.00	
09/27/2016	2016 Refunding Bonds	16,360,000.00	
Totals:		\$316,573,139.00	

**Certificates of Participation.** The District currently has two series of certificates of participation outstanding. On January 19, 2010 the District issued \$5,285,900 of Refunding Certificates of Participation (the “**2010 Certificates**”) pursuant to a lease agreement with Public Property Financing Corporation of California for the purpose of refunding the District’s

outstanding 1997 Certificates, which had been issued to finance the final construction of the Norman Brekke Elementary School. The 2010 Certificates were sold bearing stated interest rate of 4.75% maturing between August 1, 2011 and August 1, 2026. As of June 30, 2017, the outstanding principal balance of the 2010 Certificates is \$3,791,000.

On April 7, 2016 the District issued \$8,000,000 original principal amount of 2016 Certificates of Participation (the “**2016 Certificates**”) pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of financing the acquisition and improvement of real property to be used as educational facilities by the District. The 2016 Certificates were sold with an initial interest rate of 2.00% and a step-up interest rate of 5.00% commencing August 1, 2021. As of June 30, 2017, the 2017 Certificates are outstanding in the aggregate principal amount of \$8,000,000.

**Energy Retrofit Agreement.** On July 17, 2012, the District entered into an equipment lease/purchase agreement (the “**Equipment Lease/Purchase Agreement**”) with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The financing was in a principal amount of \$4,797,640 with an annual interest rate of 2.98%, with the final payment due in fiscal year 2027-28. The District’s obligation under the Equipment Lease/Purchase Agreement is payable from the District’s General Fund.

**Investment of District Funds**

In accordance with Government Code Section 53600 *et seq.*, the Ventura County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. See APPENDIX G hereto for a copy of Ventura County’s Investment Policy and recent investment report.

**Effect of State Budget on Revenues**

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “—State Funding of Education – Revenue Limits” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding.

## STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

### State Funding of Education

**General.** The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. School districts in California receive operating income primarily from two sources: (1) the State funded portion which is derived from the State's general fund, and (2) a locally funded portion, being a district's share of the 1% general *ad valorem* tax levy authorized by the California Constitution (see "DISTRICT FINANCIAL INFORMATION – Education Funding Generally" above). School districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts receive an average of about 55% of their operating revenues from various State sources.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

*The following information concerning the State's budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. Neither the District, the Underwriter nor the County is responsible for the information relating to the State's budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer's Office.*

**The Budget Process.** The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature, and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

## Recent State Budgets

Certain information about the State budgeting process and the State budget (the “**State Budget**”) is available through several State of California sources. A convenient source of information is the State’s website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

- The California Department of Finance’s Internet home page at [www.dof.ca.gov](http://www.dof.ca.gov), under the heading “California Budget”, includes the text of proposed and adopted State budgets.
- The State Legislative Analyst’s Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst’s Internet home page at [www.lao.ca.gov](http://www.lao.ca.gov) under the heading “Subject Area – Budget (State)”.

**Prior Years’ Budgeting Techniques.** Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools, until a later date in the fiscal year, or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, among others, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. Although the fiscal year 2017-18 State budget is balanced and projects a balanced budget for the foreseeable future, largely attributable to the additional revenues generated due to the passage of Proposition 55 at the November 8, 2016 statewide election, there can be no certainty that budget-cutting strategies such as those used in recent years will not be used in the future should the State budget again be stressed and if projections included in such budget do not materialize.

**2013-14 State Budget: Significant Change in Education Funding.** As described previously herein, the 2013-14 Budget and its related implementing legislation enacted significant reforms to the State’s system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District’s finances.

## 2017-18 Adopted State Budget

On June 27, 2017, the Governor signed the 2017-18 State budget (the “**2017-18 State Budget**”) into law. The 2017-18 State Budget calls for the spending of \$125.1 billion from the general fund, \$54.9 billion from special funds and \$3.3 billion from bond funds. The 2017-18 State Budget includes a funding increase of \$3.1 billion for K-14 education, an expanded tax credit for low-wage workers and puts an additional \$1.8 billion into the State’s budget stabilization reserve, bringing the rainy-day fund balance to \$8.5 billion, or 66% of the constitutional target. Significant features of the 2017-18 State Budget include:

- total funding of \$92.5 billion for K-12 education programs, including an increase in funding of \$1.4 billion to continue the State’s transition to LCFF, bringing the formula to 97% of full implementation;
- an increase of \$877 million in one-time discretionary grants to provide school districts, charter schools and county offices of education with funds to be used for items such as deferred maintenance, professional development, induction for beginning teachers, instructional materials, technology, and the implementation of new educational standards;
- an increase in \$7 million to support county offices of education, which funding requires county superintendents of schools to summarize how the county offices of education will support school districts and schools within the county;
- \$1.8 billion to pay down past budgetary borrowing and State employee pension liabilities;
- a \$6 billion supplemental payment to PERS, on top of the actuarially determined annual contribution of \$5.2 billion, through a loan from the State’s Surplus Money Investment Fund, which will reduce unfunded liabilities, stabilize the State’s contribution rate and save \$11 billion over the next twenty years;
- \$2.8 billion for STRS, which contribution is consistent with the funding strategy of putting STRS on a sustainable path forward and eliminating its current unfunded liability in approximately 30 years;
- new appropriations of \$2.8 billion, distributed evenly between State and local transportation authorities, to implement the Road Repair and Accountability Act of 2017;
- \$84.9 million to address issues from the State’s recent drought emergency, including \$41.9 million to extend the fire season and expand the State’s firefighting capabilities to reduce the fire risk from climate change, the recent drought and tree mortality; and
- an increase of \$31.5 million to repair and maintain the aging infrastructure of the State’s park system.

## **2018-19 Proposed State Budget**

On January 10, 2018, the Governor released the proposed State budget for fiscal year 2018-19 (the “**2018-19 Proposed Budget**”). The 2018-19 Proposed Budget, despite projecting a one-time surplus and assuming continued expansion of the State economy, proposes a \$3.5 billion deposit in order to fully fund the State’s “Rainy Day Fund” in order to soften the magnitude of any future budget cuts. The 2018-19 Proposed Budget includes \$131.7 billion in general fund spending and reserves of \$1.2 billion. The 2018-19 Proposed Budget revises the Proposition 98 minimum funding guarantee for school districts, community college districts, and other state agencies that provide direct elementary and secondary instructional programs for kindergarten through grade 14 to \$78.3 billion, reflecting a year-to-year increase of \$3.1 billion



from fiscal year 2017-18. This includes an approximately \$3 billion investment to fully implement the LCFF two years earlier than originally projected. Ongoing Proposition 98 per-pupil expenditures in fiscal year 2018-19 are set at \$11,614, an increase of \$465 per-pupil over the revised level for fiscal year 2017-18. The Governor is required to release a May Revision to the proposed budget by May 14 of each year.

***Disclaimer Regarding State Budgets.*** The execution of the foregoing 2017-18 State Budget and future State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2017-18 State Budget, or subsequent state budgets, will have on its own finances and operations. However, the Bonds are secured by *ad valorem* taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the Owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the sources of information listed below are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein.

***Availability of State Budgets.*** The complete 2017-18 State Budget is available from the California Department of Finance website at [www.ebudget.ca.gov](http://www.ebudget.ca.gov). An impartial analysis of the budget is published by the Legislative Analyst Office, and is available at [www.lao.ca.gov/budget](http://www.lao.ca.gov/budget). The District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these references. The information referred to above should not be relied upon when making an investment decision with respect to the Bonds.

***Uncertainty Regarding Future State Budgets.*** The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures or possible future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

## **CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS**

Principal of and interest on the Bonds is payable from the proceeds of an *ad valorem* tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111, and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

### **Constitutionally Required Funding of Education**

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

### **Article XIII A of the California Constitution**

**Basic Property Tax Levy.** On June 6, 1978, California voters approved Proposition 13 (“**Proposition 13**”), which added Article XIII A to the State Constitution (“**Article XIII A**”). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness (which provided the authority for the issuance of the Refunded Bonds), and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. The tax for the payment of the Bonds falls within the exception described in (c) of the immediately preceding sentence. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment”. This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

**Legislation Implementing Article XIII A.** Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

**Inflationary Adjustment of Assessed Valuation.** As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home’s taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to “recapture” the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The SBE has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year’s assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the “recapture” provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

### **Article XIII B of the California Constitution**

Article XIII B (“**Article XIII B**”) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all

qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

### **Unitary Property**

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

### **Articles XIII C and XIII D of the California Constitution**

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIII C to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

## **Proposition 98**

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “**Accountability Act**”). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount

would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State Budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

## **Proposition 111**

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

**Annual Adjustments to Spending Limit.** The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

**Treatment of Excess Tax Revenues.** "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

**Exclusions from Spending Limit.** Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

**Recalculation of Appropriations Limit.** The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

**School Funding Guarantee.** There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “**first test**”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

### **Proposition 39**

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

## **Proposition 1A and Proposition 22**

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the "Local Taxpayer, Public Safety, and Transportation Protection Act of 2010," approved on November 2, 2010, superseded many of the provisions of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.



## **Proposition 30**

Proposition 30 appeared on the November 6, 2012 statewide ballot as an initiated constitutional amendment (“**Proposition 30**”), and it was approved by State voters. Proposition 30 increased the State sales tax from 7.25 percent to 7.50 percent, increased personal income tax rates on higher income brackets for seven years, and temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax is levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$680,000 for joint filers).

The revenues generated from the temporary tax increases are included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “**EPA**”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

## **California Senate Bill 222**

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter-approved general obligation bonds which are secured by *ad valorem* tax collections such as the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

**Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 22, 26, 30, 39 and 55 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

*[Remainder of page intentionally left blank.]*

## APPENDIX C

### GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND THE COUNTY OF VENTURA

*The following information concerning the City of Oxnard (the “City”) and Ventura County (the “County”) is included only for the purpose of supplying general information regarding the area of the District. The Refunding Bonds are not a debt of the City, the County, the State of California (the “State”) or any of its political subdivisions (other than the District), and none of the City, the County, the State or any of its political subdivisions (other than the District) is liable therefor.*

#### General

The County of Ventura is situated on the southern California Coast. The County covers an area of approximately 1,843 square miles and ranks 26th in size among California’s 58 counties. The County is bordered by the Pacific Ocean to the south and west, Santa Barbara County to the west, Kern County to the north, and Los Angeles County to the east. The County’s major population centers are San Buenaventura (the County seat), Oxnard, Thousand Oaks, Simi Valley, and Camarillo. All are within approximately 60 miles of downtown Los Angeles.

Most of the northern half of the County is within the Los Padres National Forest. Mountain ranges created fertile valleys and broad alluvial basins, primarily in the southern half of the County. The high soil fertility and good drainage of the alluvial basins have helped the County become a leading agricultural producer.

#### Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

#### CITY OF OXNARD VENTURA COUNTY Population Estimates Calendar Years 2013 through 2017

	2013	2014	2015	2016	2017
<b>Camarillo</b>	<b>67,751</b>	<b>68,075</b>	<b>68,517</b>	<b>69,224</b>	<b>69,623</b>
Fillmore	15,234	15,367	15,444	15,510	15,683
Moorpark	35,279	35,507	36,036	36,529	36,828
Ojai	7,495	7,515	7,508	7,516	7,553
<b>Oxnard</b>	<b>201,172</b>	<b>203,498</b>	<b>205,726</b>	<b>206,754</b>	<b>207,772</b>
<b>Port Hueneme</b>	<b>21,994</b>	<b>22,312</b>	<b>22,635</b>	<b>22,742</b>	<b>22,808</b>
San Buenaventura	108,068	108,437	108,607	108,795	109,275
Santa Paula	30,183	30,633	30,705	30,649	30,654
Simi Valley	126,387	126,923	126,988	126,814	127,309
Thousand Oaks	130,233	131,077	131,437	131,292	131,457
Balance of County	97,159	97,759	97,848	98,068	98,424
<b>Total County</b>	<b>840,955</b>	<b>847,103</b>	<b>851,451</b>	<b>853,893</b>	<b>857,386</b>

*Source: California Department of Finance, Demographic Research Unit.*

**Employment and Industry**

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (“**MSA**”). The unemployment rate in Ventura County was 3.8 percent in November 2017, down from a revised 4.2 percent in October 2017, and below the year-ago estimate of 5.0 percent. This compares with an unadjusted unemployment rate of 4.0 percent for California and 3.9 percent for the nation during the same period.

The following table shows civilian labor force and wage and salary employment data for the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area, which is coterminous with Ventura County and, therefore, includes the City of Ventura, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City.

**OXNARD-THOUSAND OAKS-VENTURA METROPOLITAN STATISTICAL AREA  
(Ventura County)  
Annual Average Civilian Labor Force, Employment and Unemployment,  
Employment by Industry  
(March 2016 Benchmark)**

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Civilian Labor Force <sup>(1)</sup>	434,700	434,000	430,900	428,400	427,800
Employment	395,200	399,800	402,300	404,300	405,600
Unemployment	39,500	34,200	28,600	24,100	22,100
Unemployment Rate	9.1%	7.9%	6.6%	5.6%	5.2%
<u>Wage and Salary Employment: <sup>(2)</sup></u>					
Agriculture	27,100	27,400	26,500	26,300	25,400
Mining and Logging	1,300	1,200	1,300	1,000	800
Construction	11,800	12,600	13,700	14,200	14,600
Manufacturing	29,900	29,900	30,600	30,500	30,700
Wholesale Trade	12,600	12,900	12,800	12,600	13,000
Retail Trade	37,300	38,500	39,200	39,900	39,800
Trans., Warehousing and Utilities	5,700	5,900	6,000	6,000	6,000
Information	5,200	5,200	5,300	5,100	5,000
Finance and Insurance	15,400	14,500	14,200	13,500	13,100
Real Estate and Rental and Leasing	4,200	4,400	4,500	4,300	4,300
Professional and Business Services	35,600	37,000	35,900	35,800	36,000
Educational and Health Services	38,200	40,400	41,600	42,900	44,400
Leisure and Hospitality	32,800	33,800	34,800	35,700	36,700
Other Services	9,400	9,700	9,800	9,700	9,700
Federal Government	7,200	7,000	6,900	7,100	7,400
State Government	2,700	2,700	2,800	2,900	2,900
Local Government	33,700	33,900	34,400	35,400	36,200
Total, All Industries <sup>(3)</sup>	310,100	317,000	320,200	322,800	325,800

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

## Major Employers

The table below lists the largest employers in the County as of January 2018, listed alphabetically.

### VENTURA COUNTY Major Employers January 2018

<b>Employer Name</b>	<b>Location</b>	<b>Industry</b>
Air National Guard	Port Hueneme	State Government-National Security
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Anthem Blue Cross	Westlake Village	Insurance
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
Boskovich Farms Inc	Oxnard	Fruits & Vegetables-Growers & Shippers
Cal Atlantic Homes	Westlake Village	Home Builders
City of Simi Valley	Simi Valley	Government Offices-City, Village & Twp
Community Memorial Health Syst	Ventura	Pharmacies
Community Memorial Hospital	Ventura	Hospitals
Dole Berry Co	Oxnard	Fruits & Vegetables-Growers & Shippers
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools USA Inc	Camarillo	Tools-New & Used
Los Robles Hospital & Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Schools-Universities & Colleges Academic
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
Naval Air Warfare Ctr Weapons	Point Mugu Nawc	Federal Government-National Security
Naval Construction Battalion	Point Mugu Nawc	Government Offices-US
Ojai Valley Inn & Spa	Ojai	Hotels & Motels
Oxnard College	Oxnard	Schools-Universities & Colleges Academic
Sheriff's Department-Jails	Ventura	Sheriff
Simi Valley City Manager	Simi Valley	Government Offices-City, Village, Twp
Simi Valley Hospital	Simi Valley	Hospitals
St. John's Regional Medical Ctr	Oxnard	Hospitals
Ventura County Medical Ctr	Ventura	Hospitals
Ventura County Office of Edu	Camarillo	Schools

*Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2018 1st Edition.*

**Commercial Activity**

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are not yet available for calendar years 2016 and 2017.

Total taxable sales during the first three quarters of calendar year 2016 in the City were reported to be \$1.965 billion, a 3.55% increase over the total taxable sales of \$1.897 billion reported during the first three quarters of calendar year 2015.

**CITY OF OXNARD  
Taxable Retail Sales  
Calendar Years 2011 through 2015  
(Dollars in Thousands)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2011	2,174	\$1,633,046	3,460	\$2,122,220
2012	2,175	1,765,630	3,474	2,290,589
2013	2,218	1,864,247	3,479	2,395,169
2014	2,338	1,947,853	3,590	2,502,372
2015 <sup>(1)</sup>	2,556	1,964,023	4,103	2,521,312

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.  
Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Total taxable sales during the first three quarters of calendar year 2016 in the County were reported to be \$10.173 billion, a 0.21% decrease over the total taxable sales of \$10.194 billion reported during the first three quarters of calendar year 2015.

**VENTURA COUNTY  
Taxable Retail Sales  
Calendar Years 2011 through 2015  
(Dollars in Thousands)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2011	13,788	\$8,156,404	22,032	\$11,020,181
2012	13,992	8,700,010	22,206	11,958,260
2013	14,285	9,101,436	22,234	12,824,296
2014	14,903	9,401,053	22,851	13,366,628
2015 <sup>(1)</sup>	10,453	9,615,370	25,826	13,784,346

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.  
Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

**Effective Buying Income**

Effective buying income ("EBI") is designated by Sales and Marketing Management Magazine as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local, non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis.

The following table summarizes the Household Effective Buying Income for the City, the County, the State of California and the United States for the period 2012 through 2016. Annual figures for calendar year 2017 are not yet available.

**COUNTY OF VENTURA  
Effective Buying Income  
As of January 1, 2012 through 2016**

<b>Year</b>	<b>Area</b>	<b>Total Effective Buying Income (000's Omitted)</b>	<b>Median Household Effective Buying Income</b>
2012	City of Oxnard	\$3,059,218	\$47,708
	Ventura County	21,829,753	59,284
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Oxnard	\$3,066,423	\$49,260
	Ventura County	21,077,443	60,285
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Oxnard	\$3,216,918	\$51,206
	Ventura County	21,468,990	60,911
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2015	City of Oxnard	\$3,529,380	\$54,966
	Ventura County	24,412,090	67,179
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Oxnard	\$3,487,509	\$55,137
	Ventura County	23,874,399	65,193
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043

*Source: The Nielsen Company (US), Inc.*

**Construction Activity**

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables. Annual figures for calendar year 2017 are not yet available.

**CITY OF OXNARD  
Total Building Permit Valuations  
Calendar Years 2012 through 2016  
(valuations in thousands)**

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<u>Permit Valuation</u>					
New Single-family	\$790.1	\$17,207.8	\$10,497.2	\$41,189.3	\$48,722.1
New Multi-family	13,871.4	78,903.5	48,026.2	11,874.3	87,380.0
Res. Alterations/Additions	<u>4,159.9</u>	<u>7,023.0</u>	<u>12,277.6</u>	<u>7,501.4</u>	<u>5,645.5</u>
Total Residential	18,821.4	103,134.3	70,801.0	60,565.0	141,747.6
New Commercial	1,615.1	13,579.5	2,459.6	5,281.7	10,978.0
New Industrial	5,126.5	0.0	9,118.2	1,337.6	0.0
New Other	2,929.2	369.6	2,156.9	764.0	5,688.7
Com. Alterations/Additions	<u>8,497.8</u>	<u>23,839.5</u>	<u>19,682.6</u>	<u>14,145.1</u>	<u>17,549.1</u>
Total Nonresidential	18,168.6	37,788.6	33,417.3	21,528.4	34,218.8
<u>New Dwelling Units</u>					
Single Family	4	66	42	146	144
Multiple Family	<u>80</u>	<u>366</u>	<u>269</u>	<u>83</u>	<u>579</u>
TOTAL	84	432	311	229	723

Source: Construction Industry Research Board, Building Permit Summary.

**VENTURA COUNTY  
Total Building Permit Valuations  
Calendar Years 2012 through 2016  
(valuations in thousands)**

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<u>Permit Valuation</u>					
New Single-family	\$62,359.0	\$139,009.7	\$169,065.9	\$238,295.5	\$236,652.9
New Multi-family	23,303.3	121,304.6	102,514.6	69,260.2	147,122.8
Res. Alterations/Additions	<u>56,288.6</u>	<u>53,255.4</u>	<u>72,971.1</u>	<u>66,458.2</u>	<u>64,655.7</u>
Total Residential	141,950.9	313,569.7	344,551.6	374,013.9	448,431.4
New Commercial	10,241.8	64,645.0	21,358.7	55,505.3	52,600.3
New Industrial	9,636.2	336.6	17,938.6	4,404.9	4,647.4
New Other	19,172.5	9,813.5	30,893.9	37,412.3	57,210.5
Com. Alterations/Additions	<u>69,241.1</u>	<u>79,728.1</u>	<u>79,948.9</u>	<u>92,613.9</u>	<u>88,289.8</u>
Total Nonresidential	108,291.6	154,523.2	150,140.1	189,936.4	202,748.0
<u>New Dwelling Units</u>					
Single Family	175	360	450	615	652
Multiple Family	<u>147</u>	<u>688</u>	<u>632</u>	<u>394</u>	<u>1,011</u>
TOTAL	322	1,048	1,082	1,009	1,663

Source: Construction Industry Research Board, Building Permit Summary.



**APPENDIX D**

**PROPOSED FORM OF OPINION OF BOND COUNSEL**

[LETTERHEAD OF JONES HALL]

\_\_\_\_\_, 2018

Board of Trustees  
Oxnard School District  
1051 South "A" Street  
Oxnard, California 93030

**OPINION:**     \$\_\_\_\_\_ Oxnard School District  
                  (Ventura County, California)  
                  General Obligation Bonds Election of 2016, Series B

---

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District") in connection with the issuance by the District of \$\_\_\_\_\_ principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds Election of 2016, Series B, dated the date hereof (together, the "Bonds"), under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), and a resolution adopted by the Board of Trustees of the District (the "Board") on February 21, 2018 (the "Bond Resolution"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Bond Resolution and in the certified proceedings and other certifications furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1.     The District is a duly created and validly existing school district with the power to issue the Bonds and to perform its obligations under the Bond Resolution and the Bonds.

2.     The Bond Resolution has been duly adopted by the Board, and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. The Bonds have been duly authorized, executed and delivered by the District, and are valid and binding general obligations of the District.

4. The Board of Supervisors of Ventura County is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation as to rate or amount.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

A Professional Law Corporation

## APPENDIX E

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

§ \_\_\_\_\_  
OXNARD SCHOOL DISTRICT  
(Ventura County, California)  
General Obligation Bonds  
Election of 2016, Series B

#### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is executed and delivered by the Oxnard School District (the “**District**”) in connection with the issuance and delivery of the captioned bonds (the “**Bonds**”). The captioned Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on February 21, 2018 (the “**Resolution**”). U.S. Bank National Association is initially acting as paying agent for the Bonds (the “**Paying Agent**”).

The District hereby covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

**Section 2. Definitions.** In addition to the definitions set forth above and in the Resolutions, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than nine months after the end of each fiscal year of the District (currently March 31).

“*Dissemination Agent*” means, initially, the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Bonds.

“*Paying Agent*” means U.S. Bank National Association, Los Angeles, California, or any successor thereto.

“*Participating Underwriter*” means Stifel, Nicolaus & Company, Incorporated, the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

### **Section 3. Provision of Annual Reports.**

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2019 with the report for the 2017-18 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided that the filing of the Official Statement with the MSRB shall serve as the first Annual Report. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

The filing of the Official Statement with the MSRB upon delivery of the Bonds shall be deemed to satisfy the filing requirement under the Rule with respect to the Annual Report for fiscal year 2016-17.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has

been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

**Section 4. Content of Annual Reports.** The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year, as follows:

- (i) total assessed valuation of taxable properties in the District;
- (ii) total assessed valuation of taxable properties of the top twenty taxpayers in the District;
- (iii) property tax collection delinquencies for the District, but only if *ad valorem* taxes for general obligation bonds are not collected on the County's Teeter Plan and such information is available from the County at the time of filing the Annual Report; and
- (iv) the District's most recently adopted budget available at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission.

**Section 5. Reporting of Significant Events.**

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States

Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

**Section 6. Identifying Information for Filings with the MSRB.** All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

**Section 7. Termination of Reporting Obligation.** The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

**Section 8. Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the District. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

**Section 9. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Resolution for amendments to the Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

**Section 10. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**Section 11. Default.** If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.**

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.



**Section 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: \_\_\_\_\_, 2018

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Oxnard School District (the "District")

Name of Bond Issue: Oxnard School District General Obligation Bonds, Election of 2016, Series B

Date of Issuance: \_\_\_\_\_, 2018

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of \_\_\_\_\_, 2018. The District anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

cc: Paying Agent and Participating Underwriter

## APPENDIX F

### DTC AND THE BOOK-ENTRY ONLY SYSTEM

*The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

*Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.*

*No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.*

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as

possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

**APPENDIX G**

**VENTURA COUNTY INVESTMENT POLICY AND REPORT**

\$ \_\_\_\_\_  
**OXNARD SCHOOL DISTRICT**  
(Ventura County, California)  
**General Obligation Bonds**  
**Election of 2016, Series B**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2018

Board of Trustees  
Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$\_\_\_\_\_ in aggregate principal amount of the Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B (the "Bonds"). The purchase price of the Bonds shall be \$\_\_\_\_\_ (representing the principal amount of the Bonds, plus net original issue premium of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_, and less \$\_\_\_\_\_, representing premium for the municipal bond insurance policy).

On the Closing Date (defined in Section 7) the Underwriter shall (i) wire the amount of \$\_\_\_\_\_ to the Bond Insurer (defined in Section 2), representing payment for the Bond Insurance Policy (defined in Section 2), and (ii) wire the amount of \$\_\_\_\_\_ to U.S. Bank National Association (the "Paying Agent") for the payment of costs of issuance, pursuant to Section 13 hereof.

The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on February 21, 2018 (the "Bond Resolution") and the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), all for the purpose of financing educational projects approved by District voters at the November 8, 2016 election, as more particularly described in the Bond Resolution.

The Bonds are issued as current interest bonds and shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

In as much as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity, (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds.** The Bonds shall be dated their date of delivery, and shall otherwise be as described in, and shall be issued and secured pursuant to, the provisions of the Bond Resolution and the Bond Law.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

In addition, the Bonds shall be insured by \_\_\_\_\_ (the "Bond Insurer") pursuant to a bond insurance policy delivered upon the issuance of the Bonds (the "Bond Insurance Policy").

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and herein, as set forth on Appendix A.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Bond Resolution, the Continuing Disclosure Certificate (as defined below), and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.



6. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2018 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

7. **Closing.** At 8:00 a.m., California Time, on \_\_\_\_\_, 2018 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 hereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is and will be on the Closing Date a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv)

this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.
- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds.
- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* property taxes available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Bond Resolution or this Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Preliminary Official Statement accurately describes, and the final Official Statement will accurately describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that effect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement.

- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter, Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) The District agrees to take any and all actions within its power as may be required by Ventura County or otherwise necessary in order to arrange for the levy and collection of *ad valorem* taxes and payment of the Bonds.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Establishment of Issue Price.**

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) 10% Test. The District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). ***At the time of execution of this Bond Purchase Agreement, the Underwriter hereby confirms that the 10% test has been satisfied as to each maturity of the Bonds as identified on Appendix A.***

(c) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

11. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the

“Official Statement”) in such reasonable quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

- (c) Subsequent Events; Amendments to Official Statement. If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;
- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Preliminary Official Statement and the Official Statement.

**12. Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and

the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 9(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability Between the Date Hereof and the Closing. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
  - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:
    - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or
    - (ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
  - (2) legislation enacted by the State legislature or a decision rendered by a State Court, or a ruling, order, or regulation (final or temporary) made by a State authority, which would have the effect of changing, directly or

indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

- (3) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;
- (4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;
- (5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;
- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (7) the withdrawal or downgrading or placement on credit watch of any underlying rating of the District's outstanding indebtedness by a national rating agency; or
- (8) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the



District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

- (12) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board or agency or commission;
  - (13) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs, management or financial condition of the District;
  - (14) the suspension by the Securities and Exchange Commission (the "SEC") of trading in the outstanding securities of the District; or
  - (15) any proceeding shall have been commenced or threatened in writing by the SEC against the District.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
  - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
    - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE FINANCING PLAN," "THE BONDS," "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, the Bond Insurer or the Bond Insurance Policy;

- (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
  - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.
- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system, or information concerning the Bond Insurer or the Bond Insurance Policy, contained in the Preliminary Official Statement or the final Official Statement);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing

Date, contain any untrue statement of a material fact, nor omit to state to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no further consent is required for inclusions of the audit in the Official Statement;

- (5) Arbitrage. A certificate as to arbitrage of the District in form satisfactory to Bond Counsel;
- (6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Education to the effect that:
  - (i) such copy is a true and correct copy of the Bond Resolution; and
  - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolution.
- (10) Tax Rate and Bonding Capacity Certificates. A certificate signed by a District official setting forth a projection evidencing that tax rates are projected not to exceed \$30 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations, taking into account an approved bonding capacity waiver as evidenced by documentation approved by the California State Department of Education.
- (11) Ratings. Evidence that the Bonds have been assigned the ratings set forth on the cover page of the final Official Statement (insured and underlying), and that such ratings have not been withdrawn or downgraded.

- (12) Bond Insurance Policy. A policy of municipal bond insurance issued by the Bond Insurer with respect to the Bonds, together with such certifications and opinions as may be reasonably requested by the Underwriter in connection therewith.
  - (13) Underwriter's Counsel Opinion. An opinion of Norton Rose Fulbright US LLP, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter, together with supporting opinions and certificates as shall be deemed advisable by Bond Counsel and as may be requested by the Underwriter.
  - (14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

**13. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

**14. Costs and Expenses.** The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from bond proceeds, including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of all documentation relating to the issuance of the Bonds and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any legal counsel, accountants, financial advisors, rating agencies, paying agents, or other experts or consultants retained by the District, including Bond Counsel and Disclosure Counsel and (c) the cost of printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing of the Official Statement,

including the requisite number of copies thereof for distribution by the Underwriter. In the event that the District's expenses incident to the issuance of the Bonds exceed proceeds available for such purpose, the District shall pay such amount from any other lawfully available source. In order to facilitate payment of costs of issuance, the Underwriter shall deposit bond proceeds in the amount of \$275,000 with the Paying Agent, in its capacity of costs of issuance custodian.

The Underwriter shall pay, and the District shall be under no obligation to pay, all expenses incurred by it in connection with the public offering and distribution of the Bonds, including but not limited to CUSIP Bureau fees, California Debt Advisory and Investment Commission fees, and fees of Underwriter's counsel, if any.

15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Stifel, Nicolaus & Company, Incorporated  
515 South Figueroa Street, Suite 1800  
Los Angeles, CA 90071  
Attn: Mr. John Baracy

16. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Nonassignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

22. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED**

By: \_\_\_\_\_  
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Assistant Superintendent,  
Business and Fiscal Services

Date of Execution: \_\_\_\_\_, 2018  
Time of Execution: \_\_\_\_\_ Pacific Time

**APPENDIX A**

**Maturity Schedule\***

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>
----------------------	-------------------------	----------------------	--------------	--------------

---

*[\* All maturities of the Bonds satisfied the 10% test upon pricing on this date.]*

**Redemption Provisions**

**-to come-**

## APPENDIX B

### FORM OF ISSUE PRICE CERTIFICATE

\$ \_\_\_\_\_

#### OXNARD SCHOOL DISTRICT

(Ventura County, California)

#### General Obligation Bonds

#### Election of 2016, Series B

#### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated, (the "Underwriter"), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) ***Issuer*** means Oxnard School District.

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).



The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party for any other purpose.

Dated: \_\_\_\_\_, 2018

**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED,**  
as Underwriter

By: \_\_\_\_\_  
Managing Director

**SCHEDULE A**

**ACTUAL SALE PRICES**  
*(Attached)*

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 2/7/18

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

**Approval of Agreement #17-258 – Center for Developing Kids, Inc. (Freeman/Sugden)**

Center for Developing Kids, Inc. will provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2017-2018 academic year to complete occupational therapy evaluations.

**FISCAL IMPACT:**

Not to exceed \$3,000.00 - 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 #17-258 with Center for Developing Kids, Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-258, Center for Developing Kids, Inc. (13 Pages)  
Proposal (1 Page)  
Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-258

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of February, 2018 by and between the Oxnard School District (“District”) and Center for Developing Kids, 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 February 8, 2018 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Three Thousand Dollars (\$3,000.00), per the attached hourly rate sheet 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: Center for Developing Kids, Inc.  
200 E. Del Mar Blvd., Suite #112  
Pasadena, CA 91105  
Phone: (626) 564.2700  
Fax: (626) 564.2770  
Email: [michaelann@centerfordevelopingkids.com](mailto:michaelann@centerfordevelopingkids.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:**

**CENTER FOR DEVELOPING KIDS, 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 #17-258

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-258**

**SERVICES**

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

**\*PER ATTACHED RATE SHEET**

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

**\*PER ATTACHED RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #17-258

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-258**

**COMPENSATION**

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

Total compensation shall not exceed Three Thousand Dollars (\$3,000.00), per the attached hourly rate sheet 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 \$3,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related  
 Project #17-258

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-258**

**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 #17-258

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 #17-258

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-258**

**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, **CENTER FOR DEVELOPING KIDS, INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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





**Scope of Work Proposed  
Oxnard School District  
Independent Educational Evaluation**

<b>Service</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
Travel roundtrip between Pasadena and Rose Avenue School, Oxnard	3 hours (estimated)	\$130.00/hr	\$390.00 (estimated)
Independent Educational Evaluation in school setting (includes 1 hour of IEP meeting participation via conference call)	1	\$1200/report	\$1200.00
IEP meeting participation after 1 <sup>st</sup> hour	Unknown	\$130.00/hr	Unknown

Estimated travel time and expense is based on projected traffic patterns from Google Maps. Actual travel time and total cost will be updated on final invoice and may be greater than the estimate.



**2017-2018 School Year**

**1) Rates**

In preparation for the 2017-2018 school year contracts we are submitting our rates to ensure consistency across all public school districts, Charter schools, and private schools and to be consistent with the rates provided to the Department of Education.

2017- 2018 CHARGES FOR THERAPY SERVICES-Center for Developing Kids

SERVICE	RATES
Occupational, Physical or Speech Therapy Intervention	\$130/hour
Evaluation-Occupational, Physical or Speech Therapy	\$550
Attendance at IEP's, meetings or community inservices	\$130/hour
Independent Educational Evaluation/second opinion (IEE)	\$1200
Independent Educational Evaluation/second opinion (IEE) if the child is not attending day care or school	\$800
Preparation for and or participation in meetings related to due process	\$130/hour

**2) Authorized representatives for signature:**

Michaelann Gabriele, Director  
 AnjaLi Carrasco Koester, Director

**3) Director signing contracts/ISA's/correspondence and email contact**

Michaelann Gabriele, Director  
[michaelann@centerfordevelopingkids.com](mailto:michaelann@centerfordevelopingkids.com)

**4) Once a contract is in place contact**

Sarah Barnes, scheduler  
[sarah@centerfordevelopingkids.com](mailto:sarah@centerfordevelopingkids.com)



**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 2/7/18

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

**Approval of Amendment #1 To Agreement #17-08 – American Language Services (Freeman/Thomas)**

At the Board meeting of June 7, 2017, the Board of Trustees approved Agreement #17-08 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00.

Amendment #1 in the amount of \$10,000.00 is to cover an increase in services, bringing the total contract amount to \$15,000.00. Translation/interpreting requests have increased and the additional funds will allow parents to receive services in their language.

**FISCAL IMPACT**

\$10,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #17-08 with American Language Services.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1 (1 Page)  
Agreement #17-08, American Language Services (22 Pages)

**AMENDMENT #1 TO AGREEMENT #17-08**  
American Language Services

At the Board meeting of June 7, 2017, the Board of Trustees approved Agreement #17-08 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00.

Amendment #1 in the amount of \$10,000.00 is to cover an increase in services, bringing the total contract amount to \$15,000.00. Translation/interpreting requests have increased and the additional funds will allow parents to receive services in their language.

**AMERICAN LANGUAGE:  
SERVICES:**

**OXNARD SCHOOL DISTRICT:**

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

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

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

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

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

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

## OXNARD SCHOOL DISTRICT

### Agreement #17-08

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 7th day of June, 2017 by and between the Oxnard School District ("District") and American Language Services ("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 July 1, 2017 through June 30, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Five Thousand Dollars (\$5,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

---

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

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

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

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

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


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

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

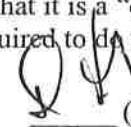
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [] does [] 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.

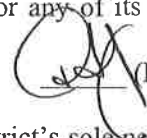
20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- 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: Robin Freeman  
Phone: 805.385.1501, x2032  
Fax: 805.483.7426

To Consultant:               American Language Services  
1849 Sawtelle Blvd., Suite 600  
Los Angeles, CA 90025  
Attention: Jay Herzog  
Phone: (310) 829.0741 x305  
Fax: (866) 773.8591

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.** ROBIN FREEMAN 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:**

**AMERICAN LANGUAGE SERVICES:**

Lisa A. Franz  
Signature

JAY Herzog  
Signature

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

JAY Herzog  
Typed Name/Title

6-9-17  
Date

5/17/2017  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 14-1885441

Not Project Related

Project #17-08

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-08**

**SERVICES**

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

**Provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings**

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

N/A

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. 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 #17-08

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-08**

**COMPENSATION**

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

---

\*Per attached Proposal/Fee Schedule – Not to Exceed \$5,000.00

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

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

---

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

**IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.**

Not Project Related

Project #17-08

EXHIBIT C  
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

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 #17-08

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 #17-08

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-08**

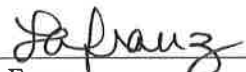
**CONFLICT OF INTEREST CHECK**

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, AMERICAN LANGUAGE SERVICES, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: 6-9-17

By:   
Lisa A. Franz  
Director, Purchasing



AML-Global  
AMERICAN LANGUAGE SERVICES

*Making The World Smaller*

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE  
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

*ISO Certified – 9001 & 13485*

## **ABOUT AMERICAN LANGUAGE SERVICES**

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. AML-Global provides a full range of international multi-language communication services and offers its unique services worldwide. Our language professionals are available 24 hours/ 7 days a week.

American Language Services is a worldwide leader in the translation and interpreting industry. By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. AML-Global translators, interpreters, transcriptionists and multimedia specialists are fluent in virtually every written and spoken language around the globe. Over many years, AML-Global has accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are located in hundreds of countries across every continent, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

AML-Global understands the needs of the educational community in Southern California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

## **AML-GLOBAL QUALITY STATEMENT**

American Language Services believes in providing real value to our clients. It is essential that all of our work is performed consistently and with the highest quality. Our expertly trained staff and extensive resources give us the ability to provide our clients with outstanding value through superior quality and service. The fundamental elements of our superior service are: timely responsiveness to client needs, returning communications to you in a rapid and detailed manner, providing quotes for projects that are clear and concise, answering questions in an honest and helpful manner as well as achieving our goal of 100% on-time delivery. Our essential core value is combining ultra-competitive pricing with outstanding quality. We understand that each of our clients is important and our goal is complete satisfaction and long term partnerships.

### **World Headquarters:**

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://www.alsglobal.net)

LOS ANGELES ♦ CHICAGO ♦ IRVINE ♦ SAN DIEGO ♦ SAN FRANCISCO ♦ LAS VEGAS ♦ PHOENIX ♦ MIAMI ♦ ORLANDO ♦ NEW YORK

♦ PHILADELPHIA ♦ DALLAS ♦ HOUSTON ♦ WASHINGTON DC ♦



# AML-Global

## AMERICAN LANGUAGE SERVICES

*Making The World Smaller*

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE  
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

*ISO Certified – 9001 & 13485*

### **INTERPRETING**

- Worldwide coverage
- Qualified and certified for *all languages*
- Emergency & last minute scheduling
- Specializing in parent teacher conferences, meetings, hearings, special education needs, and community events.
- 15 minute early courtesy arrival
- Simultaneous & consecutive interpreting
- Phone conferencing
- Native speakers from around the globe

### **TRANSLATION & TRANSCRIPTION**

- IEP's, notices, curriculum, HR Docs
- Excellent rates with fast turnaround
- All deadlines met
- Immediate response for quotes
- Meticulous and precise
- Certified & notarized documents
- Transcriptions, all media, all languages

### **DESKTOP PUBLISHING**

- **All Major Software**  
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products ... & many others
- PC & Mac operating platforms
- Print Ready Delivery

### **QUALITY CONTROL**

- Quality Control Process: All translations include a Three Step Process: Translation, Proofing, and Editing
- ISO Certified – 13485 & 9001

**WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE**

World Headquarters

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://www.alsglobal.net)



**AMERICAN LANGUAGE SERVICES**  
**INTERPRETING RATES**  
**SOUTHERN CALIFORNIA**  
**AS OF AUGUST 1, 2014**

<b>LANGUAGE</b>	<b>HALF DAY UP TO 3 HOURS</b>	<b>FULL DAY 3+ TO 6 HRS</b>	<b>ADDITIONAL HOURLY RATE</b>
-----------------	-----------------------------------	---------------------------------	-----------------------------------

**15 PRIME LANGUAGES**

SPANISH (LEGAL)	\$345	\$565	\$125
SPANISH (TRIALS)	\$365	\$585	\$125
SPANISH (QUALIFIED)	\$295	\$495	\$85
ARABIC (LEGAL)	\$445	\$775	\$145
ARABIC (QUALIFIED)	\$425	\$725	\$130
ARMENIAN (LEGAL)	\$495	\$850	\$150
ARMENIAN (QUALIFIED)	\$375	\$725	\$120
CANTONESE (LEGAL)	\$550	\$950	\$180
CANTONESE (QUALIFIED)	\$445	\$795	\$155
JAPANESE (LEGAL)	\$895	\$1,595	\$285
JAPANESE (QUALIFIED)	\$795	\$1,295	\$245
KHMER (LEGAL)	\$575	\$995	\$175
KHMER (QUALIFIED)	\$465	\$795	\$145
KOREAN (LEGAL)	\$495	\$950	\$165
KOREAN (QUALIFIED)	\$475	\$795	\$150
MANDARIN (LEGAL)	\$550	\$950	\$180
MANDARIN (QUALIFIED)	\$445	\$795	\$155
PORTUGUESE (LEGAL)	\$495	\$845	\$165
PORTUGUESE (QUALIFIED)	\$475	\$775	\$150
PUNJABI (LEGAL)	\$575	\$995	\$175
PUNJABI (QUALIFIED)	\$465	\$795	\$145
RUSSIAN (LEGAL)	\$495	\$985	\$175
RUSSIAN (QUALIFIED)	\$475	\$795	\$145
TAGALOG (LEGAL)	\$725	\$1,150	\$195
TAGALOG (QUALIFIED)	\$645	\$995	\$185
VIETNAMESE (LEGAL)	\$575	\$985	\$170
VIETNAMESE (QUALIFIED)	\$495	\$785	\$140
AMERICAN SIGN LANGUAGE (LEGAL CERTIFIED)	\$150 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		
AMERICAN SIGN LANGUAGE (QUALIFIED)	\$95 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		

**LANGUAGES BY REGION**

MIDDLE EASTERN	\$445	\$795	\$145
MOST ASIAN	\$445	\$795	\$145
MOST EUROPEAN	\$525	\$895	\$170

**SPECIALIZED LANGUAGES**

HEBREW, GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS	\$550	\$985	\$175
--	-------	-------	-------

- AML-Global offers interpreters for the 15 California Court Certified languages (listed above).
- Phone Interpreting available upon request.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change
- Overtime fees may apply

- ASL Assignments over (2) hours require (2) interpreters.
- Rates effective August 1, 2014
- Rates may vary for trials
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Regional pricing may vary



# AML-Global

## AMERICAN LANGUAGE SERVICES

*Making The World Smaller*

### TRANSLATION RATES

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.18-.22
Chinese	\$.18-.22
Danish	\$.21-.24
Dutch	\$.21-.24
French	\$.18-.21
German	\$.18-.21
Hebrew	\$.21-.25
Italian	\$.18-.21
Japanese	\$.19-.24
Korean	\$.19-.24
Norwegian	\$.21-.24
Portuguese	\$.16-.19
Russian	\$.18-.21
Spanish	\$.10-.14
Swedish	\$.21-.24
Vietnamese	\$.19-.24

### Translation rates include: Translations, Proofing, and Editing

- Please note that this is a partial list. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.

World Headquarters

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://www.alsglobal.net)



# AMERICAN LANGUAGE SERVICES TRANSCRIPTION RATES

LANGUAGE	COST PER AUDIO HOUR		LANGUAGE	COST PER AUDIO HOUR	
----------	---------------------	--	----------	---------------------	--

(Partial List of over 150 Languages)

## ENGLISH

	Per Min	Per Hr		Per Min	Per Hr
ENGLISH <> ENGLISH	\$3.50	\$210	BRITISH ENGLISH <> BRITISH ENGLISH	\$3.50	\$210

## AMERICAS

	Per Min	Per Hr		Per Min	Per Hr
SPANISH <> ENGLISH	\$6	\$360	PORTUGUESE <> ENGLISH	\$7.50	\$450

## EUROPEAN

	Per Min	Per Hr		Per Min	Per Hr
BULGARIAN <> ENGLISH	\$8	\$480	HUNGARIAN <> ENGLISH	\$8	\$480
CATALAN <> ENGLISH	\$8	\$480	ITALIAN <> ENGLISH	\$8	\$480
DUTCH <> ENGLISH	\$8	\$480	POLISH <> ENGLISH	\$8	\$480
FRENCH <> ENGLISH	\$8	\$480	ROMANIAN <> ENGLISH	\$8	\$480
GERMAN <> ENGLISH	\$8	\$480	RUSSIAN <> ENGLISH	\$8	\$480
GREEK <> ENGLISH	\$8	\$480	UKRAINIAN <> ENGLISH	\$8	\$480

## MIDDLE EASTERN

	Per Min	Per Hr		Per Min	Per Hr
ARABIC <> ENGLISH	\$8	\$480	HEBREW <> ENGLISH	\$12	\$720
FARSI <> ENGLISH	\$8	\$480			

## ASIAN

	Per Min	Per Hr		Per Min	Per Hr
ARMENIAN <> ENGLISH	\$7.50	\$450	INDONESIAN <> ENGLISH	\$9.50	\$570
KHMER <> ENGLISH	\$9.50	\$570	JAPANESE <> ENGLISH	\$12	\$720
CEBUANO <> ENGLISH	\$7.50	\$450	KOREAN <> ENGLISH	\$12	\$720
CHINESE <> ENGLISH	\$7.50	\$450	KURDISH <> ENGLISH	\$9.50	\$570
DARI <> ENGLISH	\$7.50	\$450	PASHTO <> ENGLISH	\$7.50	\$450
HINDI <> ENGLISH	\$7.50	\$450	PUNJABI <> ENGLISH	\$7.50	\$450
HMONG <> ENGLISH	\$9.50	\$570	TAGALOG <> ENGLISH	\$7.50	\$450
TAIWANESE <> ENGLISH	\$9.50	\$570	THAI <> ENGLISH	\$9.50	\$570
TURKISH <> ENGLISH	\$7.50	\$450	URDU <> ENGLISH	\$7.50	\$450
VIETNAMESE <> ENGLISH	\$9.50	\$570			

## EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

World Headquarters

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025  
Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net

## AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST)

ABC Unified School District	Garvey School District
Acton School District Office	Glendale Unified School District
Alhambra Unified School District	Glendora Unified School District
Anaheim City School District	Gorman School District
Antelope School District	Hacienda La Puente Unified School District
Arizona State University	Hampton University
Azusa Unified School District	Harvey Mudd College
Baldwin Park Unified School District	Hawthorne School district
Bassett Unified School District	Hermosa Beach City School District
Bellflower Unified School District	Hughes Elizabeth Lakes School District
Beverly Hills Unified School District	Inglewood Unified School District
Bonita Unified School District	Keppel School District
Carlsbad Unified School District	La Canada Unified School System
Castaic Union School District	Lancaster School District
Centinella Valley Union School District	Las Virgenes School District
Charter Oak Unified School District	LAUSD (Los Angeles) Community Outreach
Claremont Unified School District	LAUSD District 8, A, B, C, D, E, F, G, H, I, J
Compton Unified School District	LAUSD Translation Unit
Conejo Valley Unified School District	Lawndale School District
Corinne A. Seeds University Elementary School	Learn.com
Corona Norco Unified School District	Lennox School District
Covina Valley Unified School District	Little Lake City School District
Crescenta Valley Water District	Long Beach City College CITD-CMTAC
Culver City Unified School District	Long Beach City College CITD-CMTAC
DeVry University	Long Beach Unified School District
Downey Unified School District	Los Angeles County Office of Education
Duarte Unified School District	Los Nietos School District
East Whittier City School District	Lynwood Unified School District
Eastside Union District	Marquez Charter School
El Rancho Unified School District	MIND Institute
El Segundo Unified School District	Monrovia Unified School District
Fairbanks North Star Borough School District	Montebello Unified School District
Federal Wage and Labor Law Institute	NewHall School District
Franklin Elementary School	

World Headquarters

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025  
Phone: 800.958.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)  
[www.alsglobal.net](http://www.alsglobal.net)

## AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST) (continued)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilsona School District
SELPA Long Beach	Wiseburn School District

### World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://www.alsglobal.net)





**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 2/7/18

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

**Ratification of Agreement #17-244 – Coast 2 Coast Soccer (Freeman/Anguiano)**

Coast 2 Coast Soccer will increase student interest in STEM and support positive behavior at Brekke School. The program will accommodate up to 486 students in grades 1<sup>st</sup> through 5<sup>th</sup> as part of the CHAMPS Tier II intervention. This will help reduce disciplinary incidents, develop students’ interest in STEM, promote physical activity by developing soccer skills, improve attendance for targeted students, and increase student safety. Additionally, Coast 2 Coast Soccer will increase student supervision during lunch recess.

**FISCAL IMPACT:**

Not to exceed \$18,150.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Principal, Brekke School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-244 with Coast 2 Coast Soccer.

**ADDITIONAL MATERIAL:**

**Attached:**    Agreement #17-244, Coast 2 Coast Soccer (2 Pages)  
                  Certificate of Insurance (2 Pages)

# OSD AGREEMENT #17-244



## Coast 2 Coast Soccer & Oxnard School District Contract

**Coast 2 Coast Soccer**  
22431 Antonio Parkway B160-446,  
RSM, CA 92688

**Email:** Billiann@c2csoccer.com  
**Phone:** (760)364-4174  
**Fax:** (760)452-7509  
**Tax ID:** 26-4615732

This AGREEMENT entered into this 22 of January, 2018 at Long Beach, County of Los Angeles, State of California, by and between the Oxnard School District and Coast 2 Coast Soccer.

WITNESSETH for the Sum not to exceed \$18,150

Coast 2 Coast Soccer will provide a co-ed, soccer curriculum based around combining soccer techniques, soccer skills and world cup scrimmages. The sessions per school site are below in Appendix 1.

Consultant will invoice the District monthly during the program.

The parties enter into this agreement with the understanding that if, for any reason, the Board of Trustees of the Oxnard School District wishes to terminate this agreement, it may do so and pay the Consultant a prorated portion of the sum due based on work already satisfactorily completed.

Contractor will complete the criminal background check requirements of California Education Code Section 45125.1 for the school sites that it will work with in Oxnard School District. None of the Coast 2 Coast Soccer employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c).

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto, the day and year first above written.

### **Appendix 1:** Scheduling Details

- Site Number: 1
- Days per week: 5
- Week Number 18
- Total sessions: 174
- Start date: 1/22
- End date: 6/8
- Days: Monday, Tuesday, Wednesday, Thursday, Friday
- Times: M,W,F 11:40-12:20. Tu,Th 11:30-12:30. Minimum Days 10:30-11:20
- \$100 per hour

**SIGNATURE PAGE**

**COAST 2 COAST SOCCER**

Date: 1/22/18

Print Name: CHRIS MURPHY



Signature:

**Oxnard SCHOOL DISTRICT**

Date: 1/23/18

Print Name: Robin Freeman, Asst. Supt., Educational Services

Signature: Robin Freeman



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

**ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES,  
LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-  
PROMOTERS**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
  - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 2/7/18

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

**Ratification of Overnight Field Trip and Agreement #17-261 – The Outdoor School - Soria (Freeman/Fox)**

---

Rancho Alegre is a four-day overnight field trip for 6<sup>th</sup> grade students during the period of February 6-9, 2018. During their stay, they will experience curriculum hikes, animal habitats, food chains, Native American history, fossils, plant identification, astronomy, etc.

**FISCAL IMPACT:**

There is no impact to the General Fund. Costs are \$288.00 per student, \$144.00 per district staff member, and the total including insurance and round-trip school bus transportation is not to exceed \$41,128.28. Costs will be paid from PTA and ASB funds.

**RECOMMENDATION:**

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify the Overnight Field Trip and Agreement #17-261 with The Outdoor School, at no cost to the district.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement #17-261, The Outdoor School (2 Pages)

This AGREEMENT is made and entered into this date by LOS PADRES COUNCIL, BSA (hereinafter referred to as "COUNCIL") and the entity or school district in the State of California that is responsible for the school identified in Sec. 2 below (hereinafter referred to as "DISTRICT/SCHOOL"), as follows:

1. **The Outdoor School and Education Code 8760.** COUNCIL agrees to provide DISTRICT/SCHOOL with programs and classes in Environmental Education consistent with Education Code 8760 which the COUNCIL calls "The Outdoor School." For 2018, The Outdoor School will be held at Camp Whittier, 2400 Highway 154, Santa Barbara, CA 93105, a facility of the Boys and Girls Club of Santa Barbara County.
2. **Guaranteed Minimum Attendance.** DISTRICT/SCHOOL will enroll a guaranteed minimum number of pupils in The Outdoor School during the 2017-2018 school year as follows:

Name of School	Scheduled Minimum Number of Pupils	Scheduled Session of Attending
Juan Soria School	140	February 6, 2018

3. **Guaranteed Attendance.** Guarantees the larger of the following number of pupils:
  - 2.1. The number of pupils actually attending The Outdoor School, or
  - 2.2. Ninety percent (90%) of the scheduled minimum number of pupils per scheduled session.
  - 2.3. Changes in DISTRICT/SCHOOL's registered students require written notification to the COUNCIL no later than the following dates:  
Schools attending between January and March must submit final numbers by ~~XXXXXXXXXX~~  
Schools attending between April and June must submit final numbers by March 1, 2018.
  - 2.4. COUNCIL reserves the right to lower the minimum number of pupils reported by the DISTRICT/SCHOOL.
4. **Overbooking.** Attendance above the scheduled minimum number of pupils must have The Outdoor School approval in writing. Unapproved overbooking is not permitted.
5. **Withdrawal.** After this contract is signed by both DISTRICT/SCHOOL and COUNCIL a DISTRICT/SCHOOL may withdraw from The Outdoor School providing that a replacement DISTRICT/SCHOOL can be substituted with an enrollment no less than ninety percent (90%) of the Scheduled Minimum Number of Pupils of the DISTRICT/SCHOOL wishing to withdraw. Should the provisions of this section not be adhered to, COUNCIL may bill DISTRICT/SCHOOL and DISTRICT/SCHOOL agrees to pay COUNCIL on the basis of the scheduled minimum number of pupils.
6. **Cancellation.** COUNCIL reserves the right to change or cancel DISTRICT/SCHOOL's scheduled session of attendance under conditions which would make the operation of The Outdoor School imprudent or unsafe, such as, but not limited to, threat of fire, flood, storm or other natural or manmade disturbances. In such event, COUNCIL will make every effort to provide reasonable advance notice to DISTRICT/SCHOOL for rescheduling or a refund of the fees and booking fee.
7. **Costs-Pupils.** For each scheduled session of attendance, DISTRICT/SCHOOL will pay COUNCIL \$288.00 per pupil for a four-day session. The per pupil payment includes the services of The Outdoor School naturalists and program supplies and the rental of the Camp Whittier Facility, at 2400 Highway 154, Santa Barbara, CA 93105 at which The Outdoor School program and classes will be held, food (provided by Camp Whittier staff), and lodging for pupils.
8. **Costs-DISTRICT/SCHOOL Personnel.** DISTRICT/SCHOOL will be charged \$144.00 per person for DISTRICT/SCHOOL personnel, based on a four-day session for lodging and food.
9. **Booking Fee.** DISTRICT/SCHOOL will be charged a booking fee in the amount of \$1,500.00 per session of attendance for schools with 31 or more students or \$1,000.00 for schools with 30 or less students. This fee confirms the scheduled session of attendance at The Outdoor School. The booking fee is nonrefundable but will be included as payment towards the final invoice.
10. **Payment of 90% of the total fees and costs under this AGREEMENT** will be made by the DISTRICT/SCHOOL payable to the Los Padres Council, Boy Scouts of America and The Outdoor School, and mailed/delivered to 4000 Modoc Road, Santa Barbara, CA 93110, 15 days upon receipt of this agreement. DISTRICT/SCHOOL will receive a correction invoice upon departure, net due in twenty-one (21) days.
11. **Late charge of two percent (2%) per month** on the invoiced unpaid balance will be charged to the DISTRICT/SCHOOL beginning on the first day after the payment deadline.
12. **Insurance coverage shall be as follows:**
  - 12.1. DISTRICT/SCHOOL shall hold harmless, defend and indemnify the National Council, Los Padres Council, Boy Scouts of America, and Boys and Girls Club of Santa Barbara County, and each of their officers, directors, volunteers, agents, and employees from any and all claims for damage resulting from acts or omissions of DISTRICT/SCHOOL, its officers, agents, employees and pupils with respect to The Outdoor School.
  - 12.2. DISTRICT/SCHOOL agrees to carry a comprehensive general liability insurance policy in the amount of not less than one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence, and property damage in the amount of not less than two hundred thousand dollars (\$200,000.00) in the form acceptable to COUNCIL.
  - 12.3. DISTRICT/SCHOOL agrees to secure a specific endorsement on its liability policy stating: "Such insurance as is afforded by this policy for the National Council, Los Padres Council, Boy Scouts of America and Boys and Girls Club of Santa Barbara County, and each of their officers, directors, volunteers, agents, and employees, shall be primary, and any insurance carried by the National Council, Los Padres Council, Boy Scouts of America, and Boys and Girls Club of Santa Barbara County, and each of their officers, directors, volunteers, agents, and employees shall be in excess and noncontributory." It is further agreed that DISTRICT/SCHOOL shall provide COUNCIL with a certificate of insurance naming the National Council, Los Padres Council, Boy Scouts of America, and Boys and Girls Club of Santa Barbara County, and each of their officers, directors, volunteers, agents, and employees as additional insured under its comprehensive general liability policy and provide a thirty (30) day notice of cancellation or reduction of coverage clause.



- 12.4. Such insurance as is afforded by the parent's health and/or accident policy for the pupil(s) shall be primary, and any insurance carried by the DISTRICT/SCHOOL, National Council, Los Padres Council, Boy Scouts of America, or Boys and Girls Club of Santa Barbara County shall be secondary.
- 13. DISTRICT/SCHOOL will provide certificated personnel (one per class) who will assist in instruction and supervision at The Outdoor School. Minimum certificated personnel to student ratio allowed is 1.35.
  - 13.1. At least one certificated person from DISTRICT/SCHOOL must remain at The Outdoor School at Camp Whittier facility at all times during the period of attendance to assure administrative control.
  - 13.2. DISTRICT/SCHOOL shall maintain administrative control of its pupils from time of departure from the home school until time of return to the home school.
- 14. Supervision. DISTRICT/SCHOOL will provide cabin leaders/chaperones in such numbers as are necessary to meet The Outdoor School requirements. DISTRICT/SCHOOL should select these cabin leaders/chaperones according to DISTRICT/SCHOOL policy. DISTRICT/SCHOOL is responsible for supervision and discipline of cabin leaders/chaperones. COUNCIL will pay costs of food and lodging for cabin leaders/chaperones (up to 12 cabin leaders/chaperones) at The Outdoor School. Additional cabin leader/chaperone will be charged at the DISTRICT/SCHOOL personnel rate.
- 15. Damages. DISTRICT/SCHOOL will be responsible for any and all damages to the Camp Whittier facility, which may reasonably be attributed to the actions of the attending DISTRICT/SCHOOL.
- 16. Rules and Regulations. DISTRICT/SCHOOL will abide by the rules and regulations established by COUNCIL for the operation of The Outdoor School and the rules and regulations of Camp Whittier.
- 17. Naturalist Services. The services provided by the COUNCIL naturalists in implementing the DISTRICT/SCHOOL's program and classes in outdoor science and conservation education shall be under the exclusive control and management of the DISTRICT/SCHOOL and shall comply with all guidelines established by the Superintendent of Public Instruction relating to outdoor educational programs.
  - 17.1. The COUNCIL naturalists shall be supervised by a certificated employee of the DISTRICT/SCHOOL.
  - 17.2. The COUNCIL naturalists are subject to the provisions of the Education Code sections 45125 (use of personal identification cards to ascertain conviction of crimes) and 49406 (examination for tuberculosis).
  - 17.3. No person who has been convicted of any sexual offense defined in Education Code 44010, or any controlled substance offense defined in Education Code 44011, shall be permitted to render service as a naturalist.
- 18. COUNCIL will provide a curriculum that follows the standard California framework. COUNCIL's curriculum may not be altered once the contract is signed.
- 19. Refund Policy: A student that attends The Outdoor School in conjunction with their public or private school will owe the respective fees appropriated for each student (\$288.00 per student; or \$259.20 for students attending with a school that is participating in their first year at The Outdoor School) payable by the student's guardian to the student's public or private school at the appropriate date designated by that institution. The contracted institution will then owe The Outdoor School for the number of students that attend OR must pay for 90% of the contracted number of students) (Sec. 3).  
 In the event that a student attends The Outdoor School and must go home for a major circumstance (such as illness, death in the family, medical emergency) the COUNCIL reserves the right to charge for the dismissed student(s) in full; partial; or forgiven (non-charged) amount.  
 A student leaving within the first 24 hours of programming will typically be forgiven the due amount or be charged a partial fee of 1/4 the four-day rate: \$72.00 (returning schools)/\$64.80 (new schools). A student leaving between Day 2 and Day 4 of the program is typically charged the full tuition of \$288.00 (returning schools)/\$259.20 (new schools). All circumstances and rates are subject to change under the administration of the COUNCIL.  
 The student's public or private institution may also choose to refund the guardian of the respective student(s) in full or partial amounts based on transportation costs; in meeting 90% of the contracted numbers; or other designated criteria.  
 Students that are dismissed from the program for behavioral infractions/discipline at any time during the program will not be eligible for a refund.
- 20. Authority. Each party represents, warrants and covenants that each person executing this Agreement on behalf of a party in a representative capacity is duly authorized to do so.

This contract is null and void if not signed and returned by ~~XXXXXXXXXXXXXXX~~ Terms of this AGREEMENT may only be modified at any time, in writing, by mutual agreement of both parties.

This agreement shall be in effect 2/6/18 to June 8, 2018.

After reviewing, please make a copy of this contract and sign and return it by ~~XXXXXXXXXXXX~~ to:  
 LOS PADRES COUNCIL, BOY SCOUTS OF AMERICA  
 4000 MODOC ROAD, SANTA BARBARA, CA. 93110

DISTRICT/SCHOOL: \_\_\_\_\_

NAME OF DISTRICT/SCHOOL:  
Oxnard School District

BY: \_\_\_\_\_

TITLE: Lisa A. Franz, Director, Purchasing Executive Director

DATE: \_\_\_\_\_

ADDRESS OF DISTRICT/SCHOOL:  
1051 South A Street  
Oxnard, CA 93030

COUNCIL: \_\_\_\_\_

LOS PADRES COUNCIL, BOY SCOUTS OF AMERICA,

BY: [Signature]

DATE: 1/12/18

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 2/7/18

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

**Ratification of Amendment #1 to Agreement #17-114 – Dr. Trudy T. Arriaga (Freeman)**

At the Board meeting of August 23, 2017, the Board of Trustees ratified Agreement #17-114 with Dr. Trudy Arriaga, Ed.D. to provide professional development in Cultural Proficiency to the Fremont School staff during the 2017-2018 school year, in the amount not to exceed \$14,400.00. The intent of the training was to consistently build and expand on the equity practices currently in place at Fremont School.

Amendment #1 Changes the proposal language as follows:

**Overall Goals for 2017-18 ~~Fremont School~~ Oxnard School District**

- To initiate, support and deepen Cultural Proficiency efforts throughout ~~Fremont School~~ the Oxnard School District.
- To build on and expand equity practices currently in place in ~~Fremont School~~ Oxnard School District.
- To ensure that ~~all members~~ staff of ~~Fremont School~~ the Oxnard School District have access and opportunity to build and expand on the equity practices currently in place in the Oxnard School District.

The amendment is required to provide additional Oxnard School District staff access and opportunity to learn additional skills to build and expand on the equity practices currently in place at the Oxnard School District at no additional cost.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #17-114 with Dr. Trudy T. Arriaga.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1 (1 Page)  
Agreement #17-114, Dr. Trudy T. Arriaga (20 Pages)

**AMENDMENT #1 TO AGREEMENT #17-114 with  
Dr. Trudy Arriaga, Ed.D.**

**February 7, 2018**

At the Board meeting of August 23, 2017, the Board of Trustees ratified Agreement #17-114 with Dr. Trudy Arriaga, Ed.D. to provide professional development in Cultural Proficiency to the Fremont School staff during the 2017-2018 school year, in the amount not to exceed \$14,400.00. The intent of the training was to consistently build and expand on the equity practices currently in place at Fremont School.

Amendment #1 Changes the proposal language as follows:

**Overall Goals for 2017-18 ~~Fremont School~~ Oxnard School District**

- To initiate, support and deepen Cultural Proficiency efforts throughout ~~Fremont School~~ the Oxnard School District.
- To build on and expand equity practices currently in place in ~~Fremont School~~ Oxnard School District.
- To ensure that ~~all members~~ staff of ~~Fremont School~~ the Oxnard School District have access and opportunity to build and expand on the equity practices currently in place in the Oxnard School District.

The amendment is required to provide additional Oxnard School District staff access and opportunity to learn additional skills to build and expand on the equity practices currently in place at the Oxnard School District at no additional cost.

**Dr. Trudy Arriaga, Ed.D.:**

By: \_\_\_\_\_  
Dr. Trudy Arriaga, Ed.D.

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

**OXNARD SCHOOL DISTRICT**

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

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

## OXNARD SCHOOL DISTRICT

Agreement #17-114

### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 23rd day of August, 2017 by and between the Oxnard School District ("District") and Dr. Trudy T. Arriaga ("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 August 24, 2017 through June 30, 2018 (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 Fourteen Thousand Four Hundred Dollars (\$14,400.00), 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  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: Robin Freeman  
                              Phone: 805.385.1501, x2301  
                              Fax: 805.486.7358

To Consultant:       Dr. Trudy T. Arriaga  
                              1647 Poli Street  
                              Ventura, CA 93001  
                              Phone:  
                              Fax:

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

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

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

26. **Administration.** **ROBIN FREEMAN** 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. TRUDY T. ARRIAGA:**

Lisa A. Franz  
Signature

Trudy T Arriaga  
Signature

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

Trudy T Arriaga Consultant  
Typed Name/Title

9-20-17  
Date

9/23/17  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 572-23-3026

Not Project Related

Project #17-114

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-114**

**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 apprised of the status of performance by delivering the following status reports under the indicated schedule:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. 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 #17-114

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-114**

**COMPENSATION**

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

Total compensation shall not exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00), 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 \$14,400.00, as provided in Section 4 of this Agreement.**

Not Project Related

Project #17-114

EXHIBIT C  
TO AGREEMENT FOR CONSULTANT SERVICES #17-114

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 #17-114

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 #17-114

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-114**


**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. TRUDY T. ARRIAGA**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: 9-20-17

By:   
Lisa A. Franz  
Director, Purchasing

# Proposal

## Culturally Proficient Practices: Building Capacity

Presented to  
Oxnard Elementary School District

### About the Consultant



Dr. Trudy T. Arriaga, Ed.D. served the Ventura Unified School District as superintendent for 14 years. She began her career as a bilingual paraeducator and enjoyed 40 years of service in education as a teacher, assistant principal, principal, director and university instructor at all levels. Trudy retired as superintendent in July 2015 and was honored by the naming of the VUSD District Office, the Trudy Tuttle Arriaga Education Service Center. She is currently on the Cal Lutheran University faculty as the Chair of the Ed Leadership Department in the Graduate School of Education as a Distinguished Educator in

Residence. Trudy is the co-author of *Opening Doors: An Implementation Template for Cultural Proficiency* with her esteemed colleague, Dr. Randall B. Lindsey. Trudy has received numerous awards to include the ACSA Marcus Foster Award, CAFE Bilingual Administrator of the Year, Ventura Citizen of the Year and most recently the 2017 Professor of the Year by the Association of CA School Administrators. Trudy has focused her life work on the fundamental belief that the educational system has tremendous capability and responsibility to open doors for all students. Her leadership has focused on core values that ensure equity, access, and opportunity for every child and their family. It has been her privilege to ensure that the actions of the organization reflect the stated values of the organization. Trudy works with school districts throughout the United States to support them in their journey towards building culturally proficient organizations.

## **Overall Goals for 2017-18 Fremont School**

- To initiate, support and deepen Cultural Proficiency efforts throughout Fremont School.
- To build on and expand equity practices currently in place in Fremont School.
- To ensure that all members of Fremont School have access and opportunity in a respectful learning environment.

### **Training Design:**

1. Inspire and inform all educators through eight days of comprehensive training to build on the work that has been previously done at the school site.
2. Continue Equity Walk Throughs for all 7<sup>th</sup> and 8<sup>th</sup> grade teachers.
3. Continue the work of Cultural Proficiency values, behaviors, knowledge and skills to include an in-depth study and application of the four Tools of Cultural Proficiency – Overcoming Barriers, the Guiding Principles as Core Values, the Cultural Proficiency Continuum, and the Essential Elements of Cultural Competence as standards to guide policy and practice.
  - Professional learning experience to introduce and conduct in-depth explorations of the Tools of Cultural Proficiency.
  - Provide meaningful experiences to deepen knowledge and skills with Tools of Cultural Proficiency with emphasis on development and use of breakthrough communication and door opening skills.
  - Serve as a mentor / partner to the new principal as she establishes her leadership in the area of cultural proficiency.

## Training Themes

1. Use of the Four Tools of Cultural Proficiency:
  - Embracing the Guiding Principles of Cultural Proficiency as core values in esteeming culture as central to professional and institutional practice.
  - Recognizing, identifying and overcoming personal and professional barriers to Cultural Proficiency.
  - Discerning unhealthy values, behaviors, policies and practices in a way that allows educators and their schools to use healthy values, behaviors, policies and practices that embrace student cultures as assets.
  - Learning and using the Essential Elements of Cultural Proficiency as standards that guide educators in their primary functions of leadership, counseling, student interactions, parent/guardian interactions, classroom instruction, on-going curriculum development, and approaches to assessment and accountability.
2. Leading systemic change using the Tools of Cultural Proficiency with the metaphor of Opening Doors as a guiding principle.
3. Sustaining a Cultural Proficient Learning Community through Coaching and Leadership Skills.
4. Assessing Cultural Proficiency through Shared Practice with an emphasis on values vs. actions.
5. Institutionalizing Cultural Proficiency through Collective Learning.

### **Intended Learning Outcomes**

- Participants to view Cultural Proficiency as a shared priority;
- Participants to experience Cultural Proficiency as personal and professional work;
- Participants to develop Culturally Proficient efficacious practices in institutional applications.
- Participants to use the Tools of Cultural Proficiency as a guide for addressing classroom, school and district based equity issues.

### **Dates / Cost**

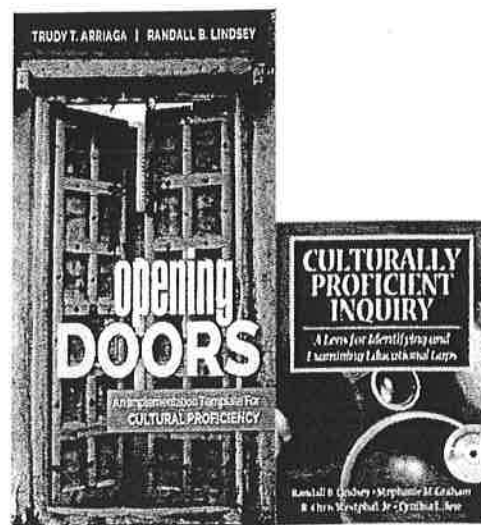
Consultant will work with the new principal to establish dates, with an emphasis on the majority of the days being completed in the first semester of the 2017-18 school year.

Total cost of 8 days consultation: \$1800 per day for a total of \$14,400. This cost is inclusive of all transportation, preparation, planning and materials.

### **Training Materials**

1. Instructional materials used in the training may include:
  - a. *Culturally Proficient Learning Communities: Confronting Inequities through Collaborative Curiosity* (2009) by Delores B. Lindsey, Linda D. Jungwirth, Jarvis V.N.C. Pahl, and Randall B. Lindsey
  - b. *Cultural Proficiency: A Manual for School Leaders*, 3<sup>rd</sup> Edition (2009) by Randall B. Lindsey, Kikanza Nuri-Robins, and Raymond D. Terrell

- c. *Opening Doors: An Implementation Template for Cultural Proficiency*, (2016) by Trudy T. Arriaga and Randall B. Lindsey
- d. *Culturally Proficient Inquiry: A Lens for Identifying and Addressing Achievement Gaps*, (2008) by Randall B. Lindsey, Stephanie M. Graham, R. Chris Westphal, Jr., and Cynthia L. Jew.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)  
09/14/2017

**PRODUCER**  
East Main Street Insurance Services, Inc.  
VMI Mardux  
PO Box 1298  
Grass Valley, CA 95945  
Phone: (530) 477-6521 Email: info@theeventheper.com

**INSURERS AFFORDING COVERAGE**  
INSURER # Lloyd's Syndicate 2623  
INSURER C: AA-1128223 18%  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICES 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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF COVERAGE	LOCATION	EXCLUSIONS	AGGREGATE LIMIT	PERIOD	START DATE	END DATE	COVERAGE
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> HOIST LIQUOR LIABILITY <input checked="" type="checkbox"/> SIGN ASSOCIATE LIMIT APPLIES PER POLICY <input type="checkbox"/> RETAIL LIQUOR LIABILITY			1,000,000	SEE BELOW	SEE BELOW		EACH OCCURRENCE - \$ 1,000,000 MED EXP (per day one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPAG AGG \$ INCLUDED DEDUCTIBLE \$ 1,000
<b>Automobile Liability</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							CONTAINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
<b>Garage Liability</b> <input type="checkbox"/> ANY AUTO							AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACCIDENT \$ AUTO ONLY - AGG \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>Excess/Underwritten Liability</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$							THE LIMIT ON EACH POLICY \$ EL. DEDUCTIBLE - EA BURN OVER \$ EL. DEDUCTIBLE - POLICY LIMIT \$
<b>Workers Compensation and Employer's Liability</b> <input type="checkbox"/> ANY PERSONS (ON OR OFF PREMISES) <input type="checkbox"/> IF YES, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER							

DESCRIPTION OF OPERATIONS: [BLANK] EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: [BLANK]  
 Certificate holder listed below is named as additional insured per endorsed CG 20 28 07 04 for the following dates: 09/14/2017, 09/21/2017, 10/14/2017, 10/25/2017, 11/09/2017, 11/17/2017, 12/13/2017 & 01/19/2018.  
 Attendance: 40, Event Type: Speaking Engagements.

### CERTIFICATE HOLDER

Coard Elementary School District  
1051 South A St  
Corand, CA 93030

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED UNDER THE EXPRESSION DATE THEREOF, THE ISSUING INSURER WILL SEND A WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AND THE POLICY WILL BE CANCELLED AS OF THE DATE OF SUCH CANCELLATION. THE POLICY WILL BE CANCELLED AS OF THE DATE OF SUCH CANCELLATION.  
 AUTHORIZED REPRESENTATIVE: *[Signature]*

ACORD 25 (2007/10/9)

© ACORD CORPORATION 1988

Policy Number: EH-771315-L1541854

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Oxnard Elementary School District  
1051 South A St  
Oxnard, CA 93030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

***APPROVAL OF RESOLUTION #17-19 MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE BREKKE KINDERGARTEN FLEX CLASSROOM PROJECT (Penanhoat/Fateh/CFW)***

---

The Oxnard School District (District) is proceeding with the construction of approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification at Brekke Elementary School. These rooms may support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses.

Rincon Consultants has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 14 Categorical Exemption, under CEQA Section 15314. A Class 14 Categorical Exemption consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions.

The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

**FISCAL IMPACT**

None.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-19 making environmental findings in connection with the construction of the Brekke Kindergarten Flex Classroom Project located at 1400 Martin Luther King Jr. Drive, Oxnard, CA 93030.

## **ADDITIONAL MATERIAL**

- Resolution #17-19 (2 pages)
- Norman R. Brekke Elementary School Modular Classroom Project CEQA Class 14 Categorical Exemption Report by Rincon Consultants (11 pages)
- Notice of Exemption Form (1 page)

**RESOLUTION NO. 17-19**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE  
CONSTRUCTION OF THE BREKKE KINDERGARTEN FLEX CLASSROOM PROJECT  
LOCATED AT 1400 MARTIN LUTHER KING JR. DRIVE, OXNARD, CA 93030**

**WHEREAS**, the Oxnard School District (“District”) is constructing approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification and to support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses at Brekke Elementary School located at 1400 Martin Luther King Jr. Drive, Oxnard, CA 93030 (“Project”);

**WHEREAS**, the District’s consultant, Rincon Consultants, Inc. has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 14, Categorical Exemption, under CEQA Section 15314;

**WHEREAS**, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Rincon Consultants, Inc. reviewed the project and indicated that the project will not violate any of the conditions;

**WHEREAS**, the project would not increase the student capacity by more than 25%, nor would the project implement more than 10 classrooms;

**WHEREAS**, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

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

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 14 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this the 7<sup>th</sup> day of February 2018, by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absences: \_\_\_\_\_

Board of Trustees:

President Cordes: \_\_\_\_\_  
Clerk Morrison: \_\_\_\_\_  
Trustee O’Leary: \_\_\_\_\_  
Trustee Robles-Solis: \_\_\_\_\_  
Trustee Madrigal Lopez: \_\_\_\_\_

\_\_\_\_\_  
Debra Cordes  
President of the Board of Trustees  
Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on February 7, 2018.

\_\_\_\_\_  
Ernest Morrison  
Clerk of the Board of Trustees  
Oxnard School District



# Norman R. Brekke Elementary School Modular Classroom Project

CEQA Class 14 | Categorical Exemption Report

*prepared by*

**Oxnard School District**  
1051 South A Street  
Oxnard, California 93030

*prepared with the assistance of*

**Rincon Consultants, Inc.**  
250 East 1st Street, Suite 301  
Los Angeles, California 90012

**January 2018**



# Table of Contents

---

1	Introduction.....	1
2	Project Description .....	1
3	Existing Campus Conditions .....	4
4	Consistency Analysis .....	4
5	Summary .....	5
6	References.....	6

## Figures

Figure 1	Regional Location .....	2
Figure 2	Project Location .....	3

*This page intentionally left blank.*



# 1 Introduction

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc. (Rincon) for the Norman R. Brekke Elementary School (ES) Modular Classroom Project in the City of Oxnard (City) in Ventura County. The intent of the analysis is to document whether the project is eligible for a Class 14 Categorical Exemption (CE). The report includes an introduction, project description, evaluation of the project's consistency with the requirements for a Class 14 exemption, and conclusion of the project's eligibility for a Class 14 CE.

The Oxnard School District (OSD) intends to file a Class 14 CE for a proposed modular classroom building at Norman R. Brekke ES located at 1400 Martin Luther King Jr. Drive in the City of Oxnard. The State CEQA Guidelines Section 15314 states that Class 14 CEs consists of:

“Minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

Rincon evaluated the project's consistency with the above requirements to confirm the project's eligibility for the Class 14 exemption.

## 2 Project Description

Norman R. Brekke ES is located in northern portion of the City, as shown in Figure 1. The proposed project would involve installation of an approximately 2,880 square-foot permanent modular classroom building, consisting of two 1,155 square-foot classrooms, an office/storage room, and two restrooms. The proposed classroom building would be located at the northeastern boundary of the project site adjacent to the school's fire access road. Figure 2 shows the proposed location with respect to the existing ES campus, which currently consists of a playground blacktop. When complete, these classrooms would support transitional kindergarten (TK)/kindergarten school needs as well as potential Special Education programs, and have a combined capacity of 50 students. Construction of the project would consist of a modular building approach and would be completed and ready for student occupancy by August 2018.

**Figure 1 Regional Location**



★ Project Location

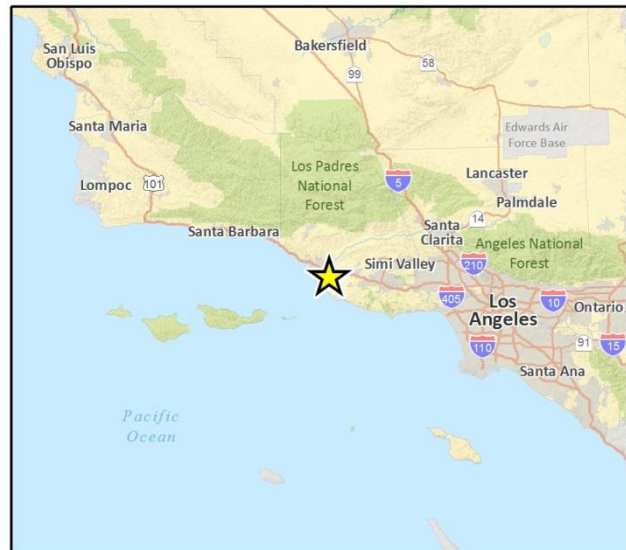


Fig 1. Regional Location Brekke



Figure 2 Project Location



### 3 Existing Campus Conditions

The Norman R. Brekke ES was built in 1997 and improved in 2014 to convert an existing classroom into a fourth kindergarten classroom. The school currently consists of 27 permanent classrooms and 2 portable classrooms. Other school amenities include a parking area at northwest area of the campus, a blacktop playground area at the southeastern area of the campus, and a main school building in the center. The Norman R. Brekke ES is bounded by Martin Luther King Jr. Drive to the north, Gottfried Place to the west, Teresa Street to the east, and Caesar Chavez Drive to the south. See Figure 2 for existing conditions and location of the proposed building with respect to the existing campus.

### 4 Consistency Analysis

#### **CEQA Section 15314: Minor Additions to Schools**

“Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

The proposed project would involve a minor addition to the existing Norman R. Brekke ES campus, consisting of a modular classroom building located along the northern boundary of the campus. As discussed under the *Project Description*, the modular classroom building would consist of two 1,155 square-foot classrooms, an office, a quiet room, and two restrooms. According to the Oxnard School District, 601 students were enrolled at Norman R. Brekke ES for the 2017-2018 academic school year. The proposed classroom building would have a combined capacity of 50 students, or 25 students in each classroom. Based on an existing student body of 601 students, the 50-student increase in capacity would constitute a 8.3% increase in the overall capacity of the campus. In addition, the project would not add more than ten classrooms to the campus.

#### **CEQA Section 15300.2: Exceptions**

**Cumulative Impact** – “All exemptions for these classes are inapplicable when the cumulative impact of successive project of the same type in the same place, over time is significant.”

The proposed project involves adding a permanent modular classroom building, which would increase the Norman R. Brekke ES capacity by approximately 50 students. Potential successive projects of the same type on the existing school campus would be restricted to available space on the campus. Because campus area is limited and no further expansion of the school capacity is anticipated, implementation of the proposed project would not contribute to a cumulative impact.

**Significant Effect** – “A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.”

The proposed project would involve the addition of a permanent modular classroom building on the Norman R. Brekke ES campus. The project would not involve the demolition of any existing school buildings and proposed modular classrooms would be similar to existing modular classrooms on campus. The project site is an existing elementary school and there are no unusual circumstances that would have a significant impact on the environment due to the project.

**Scenic Highways** – “A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or EIR.”

According to the California Department of Transportation (Caltrans), there are no officially designated state scenic highways adjacent to the project site (Caltrans 2017). The nearest eligible state scenic highway (not officially designated) is Pacific Coast Highway (Highway 1), which is located approximately 0.7 mile west of the site (Caltrans 2017). Therefore, the project would not impact scenic resources within a state scenic highway.

**Hazardous Waste Sites** – “A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.”

The following databases and listings compiled pursuant to Government Code Section 65962.5 were checked for known hazardous materials contamination at the project site:

- United States Environmental Protection Agency (USEPA)
  - Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)/Superfund Enterprise Management System (SEMS)/Envirofacts database search
- State Water Resources Control Board (SWRCB)
  - GeoTracker search for leaking underground storage tanks (LUST) and other cleanup sites
- Department of Toxic Substances Control (DTSC)
  - Envirostor database for hazardous waste facilities or known contamination sites
  - Cortese list of Hazardous Waste and Substances Sites

According to the databases, the proposed project is not located on or directly adjacent to any known hazardous or contaminated site (USEPA 2017; SWRCB 2015; DTSC 2018).

**Historical Resources** – “A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.”

The Norman R. Brekke ES was built in 1997 and is approximately 21 years old. The proposed project would involve a modular classroom building and would not involve the demolition of any existing school buildings. Therefore, installation of the project would not result in a substantial adverse change in the significant of a potential historic resource as defined in CEQA Guidelines Section 15064.5.

## 5 Summary

Based on this analysis, the proposed Norman R. Brekke Elementary School Modular Classroom Project meets all criteria for a Class 14 Categorical Exemption pursuant to Section 15314 of the State CEQA Guidelines.

## 6 References

California Department of Transportation (Caltrans). 2017. Scenic Highways. Accessed January 4, 2018 at: <http://www.dot.ca.gov/design/lap/livability/scenic-highways/>.

California Department of Toxic Substances Control (DTSC). 2018. EnviroStor Database. Accessed January 4, 2018 at: <http://www.envirostor.dtsc.ca.gov/public/map/?myaddress=1400+Martin+Luther+King+Jr.+Drive%2C+Oxnard>. California Environmental Quality Act (CEQA) Statutes and Guidelines. 2016. Accessed December 14, 2017 at: [http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf).

California State Water Resources Control Board (SWRCB). 2015. GeoTracker Database. Accessed January 4, 2018 at: <https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=1400+Martin+Luther+King+Jr.+Drive+>.

United States Environmental Protection Agency (USEPA). 2017. System Data Searches: SEMS. Accessed January 4, 2018 at: [https://iaspub.epa.gov/enviro/efsystemquery.sems?fac\\_search=primary\\_name&fac\\_value=&fac\\_search\\_type=Beginning&postal\\_code=&location\\_address=1400+Martin+Luther+King+Jr.+Drive+&add\\_search\\_type=Beginning2&city\\_name=Oxnard&county\\_name=Ventura&state\\_code=CA&program\\_search=multi&report=basic&page\\_no=1&output\\_sql\\_switch=TRUE&database\\_type=SEMS](https://iaspub.epa.gov/enviro/efsystemquery.sems?fac_search=primary_name&fac_value=&fac_search_type=Beginning&postal_code=&location_address=1400+Martin+Luther+King+Jr.+Drive+&add_search_type=Beginning2&city_name=Oxnard&county_name=Ventura&state_code=CA&program_search=multi&report=basic&page_no=1&output_sql_switch=TRUE&database_type=SEMS).

*This page intentionally left blank.*

Notice of Exemption

Appendix E

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044  
County Clerk  
County of: Ventura  
800 South Victoria Avenue  
Ventura, CA 93009-1260

**From:** (Public Agency): Oxnard School District  
1051 South A Street, Oxnard, California 93030  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

Project Title: Norman R. Brekke Elementary School Modular Classroom Project

Project Applicant: Oxnard School District

Project Location - Specific:  
1400 Martin Luther King Jr. Drive

Project Location - City: Oxnard Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:  
The project would implement an approximately 2,880 sf permanent modular classroom building, consisting of two 1,155 sf classrooms, an office, a quiet room, and two restrooms. The classrooms would support transitional kindergarten (TK)/kindergarten school needs and potential Special Education programs.

Name of Public Agency Approving Project: Oxnard School District

Name of Person or Agency Carrying Out Project: Oxnard School District

- Exempt Status: **(check one):**
- Ministerial (Sec. 21080(b)(1); 15268);
  - Declared Emergency (Sec. 21080(b)(3); 15269(a));
  - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
  - Categorical Exemption.** State type and section number: CEQA Guidelines Section 15314: Class14
  - Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:  
Per CEQA Section 15314, the proposed project would not increase the student capacity at Norman R. Brekke Elementary School by more than 25%, nor would the project implement more than 10 classrooms. Refer to the Consistency Analysis in the attached CEQA Class 14 Categorical Exemption Report.

Lead Agency David Fateh Area Code/Telephone/Extension: 805-385-1514  
Contact Person: \_\_\_\_\_

- If filed by applicant:**
1. Attach certified document of exemption finding.
  2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Director of Facilities

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: \_\_\_\_\_  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF RESOLUTION #17-20 MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE MCAULIFFE KINDERGARTEN FLEX CLASSROOM PROJECT (Penanhoat/Fateh/CFW)**

The Oxnard School District (District) is proceeding with the construction of approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification at McAuliffe Elementary School. These rooms may support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses.

Rincon Consultants has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 14 Categorical Exemption, under CEQA Section 15314. A Class 14 Categorical Exemption consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions.

The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

**FISCAL IMPACT**

None.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-20 making environmental findings in connection with the construction of the McAuliffe Kindergarten Flex Classroom Project located at 3300 West Via Marina Avenue, Oxnard, CA 93035.

## **ADDITIONAL MATERIAL**

- Resolution #17-20 (2 pages)
- Christa McAuliffe Elementary School Modular Classroom Project CEQA Class 14 Categorical Exemption Report by Rincon Consultants (11 pages)
- Notice of Exemption Form (1 page)

**RESOLUTION NO. 17-20**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE  
CONSTRUCTION OF THE MCAULIFFE KINDERGARTEN FLEX CLASSROOM  
PROJECT LOCATED AT 3300 WEST VIA MARINA AVENUE, OXNARD, CA 93035**

**WHEREAS**, the Oxnard School District (“District”) is constructing approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification and to support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses at McAuliffe Elementary School located at 3300 West Via Marina Avenue, Oxnard, CA 93035 (“Project”);

**WHEREAS**, the District’s consultant, Rincon Consultants, Inc. has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 14, Categorical Exemption, under CEQA Section 15314;

**WHEREAS**, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Rincon Consultants, Inc. reviewed the project and indicated that the project will not violate any of the conditions;

**WHEREAS**, the project would not increase the student capacity by more than 25%, nor would the project implement more than 10 classrooms;

**WHEREAS**, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

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

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 14 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this the 7<sup>th</sup> day of February 2018, by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absences: \_\_\_\_\_

Board of Trustees:

President Cordes: \_\_\_\_\_  
Clerk Morrison: \_\_\_\_\_  
Trustee O’Leary: \_\_\_\_\_  
Trustee Robles-Solis: \_\_\_\_\_  
Trustee Madrigal Lopez: \_\_\_\_\_

\_\_\_\_\_  
Debra Cordes  
President of the Board of Trustees  
Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on February 7, 2018.

\_\_\_\_\_  
Ernest Morrison  
Clerk of the Board of Trustees  
Oxnard School District



# Christa McAuliffe Elementary School Modular Classroom Project

CEQA Class 14 | Categorical Exemption Report

*prepared by*

**Oxnard School District**  
1051 South A Street  
Oxnard, California 93030

*prepared with the assistance of*

**Rincon Consultants, Inc.**  
250 East 1st Street, Suite 301  
Los Angeles, California 90012

**January 2018**



# Table of Contents

---

1	Introduction.....	1
2	Project Description .....	1
3	Existing Campus Conditions .....	4
4	Consistency Analysis .....	4
5	Summary .....	5
6	References.....	6

## Figures

Figure 1	Regional Location .....	2
Figure 2	Project Location .....	3

*This page intentionally left blank.*



# 1 Introduction

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc. (Rincon) for the Christa McAuliffe Elementary School (ES) Modular Classroom Project in the City of Oxnard (City) in Ventura County. The intent of the analysis is to document whether the project is eligible for a Class 14 Categorical Exemption (CE). The report includes an introduction, project description, evaluation of the project's consistency with the requirements for a Class 14 exemption, and conclusion of the project's eligibility for a Class 14 CE.

The Oxnard School District (OSD) intends to file a Class 14 CE for a proposed modular classroom building at Christa McAuliffe ES located at 3300 Via Marina Avenue in the City of Oxnard. The State CEQA Guidelines Section 15314 states that Class 14 CEs consists of:

“Minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

In addition, state CEQA Guidelines Section 15300.2 lists exceptions to the use of a CE, which are based on proximity to hazardous waste sites, and potential cumulative impacts and significant effects, and potential impacts to scenic highways and historical resources.

Rincon evaluated the project's consistency with the above requirements to confirm the project's eligibility for the Class 14 exemption.

# 2 Project Description

Christa McAuliffe ES is located in the southwest portion of the City, as shown in Figure 1. The proposed project would involve installation of an approximately 2,880 square-foot permanent modular classroom building, consisting of two 1,155 square-foot classrooms, an office, a quiet room, and two restrooms. The proposed classroom building would be located at the northern boundary of the project site adjacent to the school's exit driveway along Via Marina Avenue. Figure 2 shows the proposed location with respect to the existing ES campus, which currently consists of a grass area and concrete walkway. When complete, the classrooms would support transitional kindergarten (TK)/kindergarten school needs as well as potential special education programs, and have a combined capacity of 50 students. Construction of the project would consist of a modular building approach, so the building would be assembled offsite and delivered to the project site. The building would be installed at the foundation site shown in Figure 2, and would be ready for student occupancy by August 2018.

**Figure 1 Regional Location**



Imagery provided by ESRI and its licensors © 2017.

★ Project Location

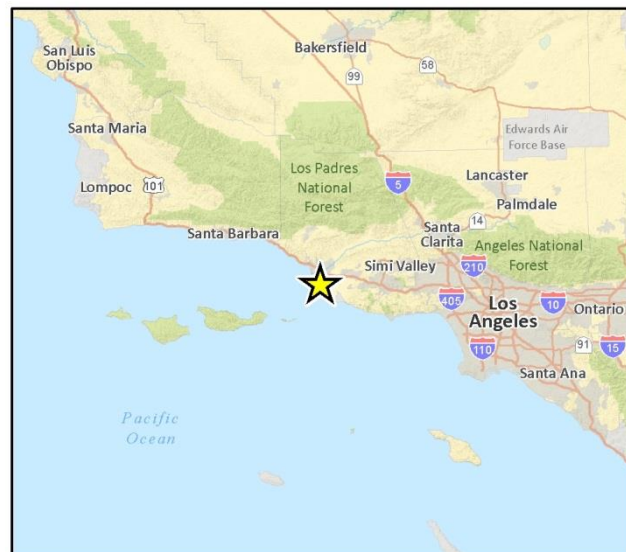
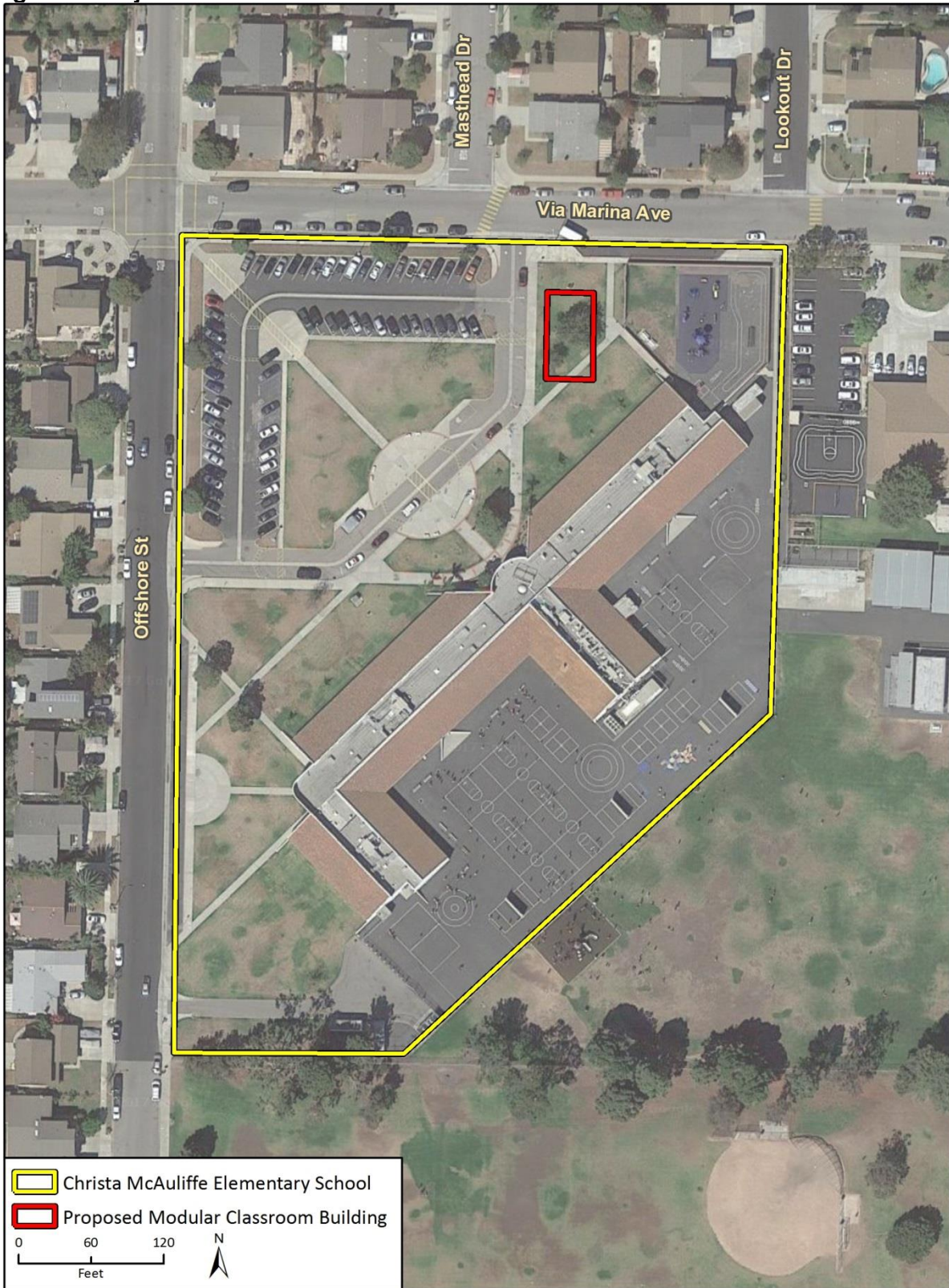


Fig 1. Regional Location

Figure 2 Project Location





### 3 Existing Campus Conditions

The Christa McAuliffe ES was built in 1989 and improved in 2014 to convert an existing classroom into a fourth kindergarten classroom. The school currently consists of 28 permanent classrooms and 10 portable classrooms. Other school amenities include a parking area at the northwest area of the campus, a blacktop playground area at the southeastern area of the campus, and a main school building in the center. The Christa McAuliffe ES is bounded by single-family residences to the north and west, the Carl Dwire School to the east, and Via Marina Park to the south. See Figure 2 for existing conditions and location of the proposed building with respect to the existing campus.

### 4 Consistency Analysis

#### **CEQA Section 15314: Minor Additions to Schools**

“Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

The proposed project would involve a minor addition to the existing Christa McAuliffe ES campus, consisting of a modular classroom building located along the northern boundary of the campus. As discussed under the *Project Description*, the modular classroom building would consist of two 1,155 square-foot classrooms, an office, a quiet room, and two restrooms. According to the Oxnard School District, 732 students were enrolled at Christa McAuliffe ES for the 2017-2018 academic school year. The proposed classroom building would have a capacity of 50 students, or 25 students in each classroom. Based on an existing student body of 732 students, the 50-student increase in capacity would constitute a 6.8% increase in the overall capacity of the campus. In addition, the project would not add more than ten classrooms to the campus.

#### **CEQA Section 15300.2: Exceptions**

**Cumulative Impact** – “All exemptions for these classes are inapplicable when the cumulative impact of successive project of the same type in the same place, over time is significant.”

The proposed project involves adding a permanent modular classroom building, which would increase the Christa McAuliffe ES capacity by approximately 50 students. Potential successive projects of the same type on the existing school campus would be restricted to available space on the campus. Because campus area is limited and no further expansion of the school capacity is anticipated, implementation of the proposed project would not contribute to a cumulative impact.

**Significant Effect** – “A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.”

The proposed project would involve the addition of a permanent modular classroom building on the Christa McAuliffe ES campus. The project would not involve the demolition of any existing school buildings and proposed modular classrooms would be similar to existing modular classrooms on campus. The project site is an existing elementary school and there are no unusual circumstances that would have a significant impact on the environment due to the project.

**Scenic Highways** – “A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings,

or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or EIR.”

According to the California Department of Transportation (Caltrans), there are no officially designated state scenic highways adjacent to the project site (Caltrans 2017). The nearest eligible state scenic highway (not officially designated) is Pacific Coast Highway (Highway 1), which is located approximately two miles east of the site (Caltrans 2017). Therefore, the project would not impact scenic resources within a state scenic highway.

**Hazardous Waste Sites** – “A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.”

The following databases and listings compiled pursuant to Government Code Section 65962.5 were checked for known hazardous materials contamination at the project site:

- United States Environmental Protection Agency (USEPA)
  - Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)/Superfund Enterprise Management System (SEMS)/Envirofacts database search
- State Water Resources Control Board (SWRCB)
  - GeoTracker search for leaking underground storage tanks (LUST) and other cleanup sites
- Department of Toxic Substances Control (DTSC)
  - Envirostor database for hazardous waste facilities or known contamination sites
  - Cortese list of Hazardous Waste and Substances Sites

According to the databases, the proposed project is not located on or directly adjacent to any known hazardous or contaminated site (USEPA 2017; SWRCB 2015; DTSC 2017).

**Historical Resources** – “A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.”

The Christa McAuliffe ES was built in 1989 and is less than 30 years old. The proposed project would involve a modular classroom building and would not involve the demolition of any existing school buildings. Therefore, installation of the project would not result in a substantial adverse change in the significant of a potential historic resource as defined in CEQA Guidelines Section 15064.5.

## 5 Summary

Based on this analysis, the proposed Christa McAuliffe Elementary School Modular Classroom Project meets all criteria for a Class 14 Categorical Exemption pursuant to Section 15314 of the State CEQA Guidelines.

## 6 References

- California Department of Transportation (Caltrans). 2017. Scenic Highways. Accessed December 29, 2017 at: <http://www.dot.ca.gov/design/lap/livability/scenic-highways/>.
- California Department of Toxic Substances Control (DTSC). EnviroStor Database. Accessed December 29, 2017 at: <http://www.envirostor.dtsc.ca.gov/public/map/?myaddress=3300+Via+Marina+Avenue+>.
- California Environmental Quality Act (CEQA) Statutes and Guidelines. 2016. Accessed December 14, 2017 at: [http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf).
- California State Water Resources Control Board (SWRCB). 2015. GeoTracker Database. Accessed December 29, 2017 at: <https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=3300+Via+Marina+Avenue>.
- United States Environmental Protection Agency (USEPA). 2017. System Data Searches: SEMS. Accessed December 29, 2017 at: [https://iaspub.epa.gov/enviro/efsystemquery.sems?fac\\_search=primary\\_name&fac\\_value=&fac\\_search\\_type=Beginning&postal\\_code=&location\\_address=3300+Via+Marina+Avenue+&add\\_search\\_type=Beginning2&city\\_name=Oxnard&county\\_name=Ventura&state\\_code=CA&program\\_search=multi&report=basic&page\\_no=1&output\\_sql\\_switch=TRUE&database\\_type=SEMS](https://iaspub.epa.gov/enviro/efsystemquery.sems?fac_search=primary_name&fac_value=&fac_search_type=Beginning&postal_code=&location_address=3300+Via+Marina+Avenue+&add_search_type=Beginning2&city_name=Oxnard&county_name=Ventura&state_code=CA&program_search=multi&report=basic&page_no=1&output_sql_switch=TRUE&database_type=SEMS)

*This page intentionally left blank.*





**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF RESOLUTION #17-21 MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE RAMONA KINDERGARTEN FLEX CLASSROOM PROJECT (Penanhoat/Fateh/CFW)**

The Oxnard School District (District) is proceeding with the construction of approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification at Ramona Elementary School. These rooms may support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses.

Rincon Consultants has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 14 Categorical Exemption, under CEQA Section 15314. A Class 14 Categorical Exemption consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions.

The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

**FISCAL IMPACT**

None.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-21 making environmental findings in connection with the construction of the Ramona Kindergarten Flex Classroom Project located at 804 Cooper Road, Oxnard, CA 93030.

## **ADDITIONAL MATERIAL**

- Resolution #17-21 (2 pages)
- Ramona Elementary School Modular Classroom Project CEQA Class 14 Categorical Exemption Report by Rincon Consultants (11 pages)
- Notice of Exemption Form (1 page)

**RESOLUTION NO. 17-21**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE  
CONSTRUCTION OF THE RAMONA KINDERGARTEN FLEX CLASSROOM PROJECT  
LOCATED AT 804 COOPER ROAD, OXNARD, CA 93030**

**WHEREAS**, the Oxnard School District (“District”) is constructing approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification and to support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses at Ramona Elementary School located at 804 Cooper Road, Oxnard, CA 93030 (“Project”);

**WHEREAS**, the District’s consultant, Rincon Consultants, Inc. has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 14, Categorical Exemption, under CEQA Section 15314;

**WHEREAS**, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Rincon Consultants, Inc. reviewed the project and indicated that the project will not violate any of the conditions;

**WHEREAS**, the project would not increase the student capacity by more than 25%, nor would the project implement more than 10 classrooms;

**WHEREAS**, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

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

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 14 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this the 7<sup>th</sup> day of February 2018, by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absences: \_\_\_\_\_

Board of Trustees:

President Cordes: \_\_\_\_\_  
Clerk Morrison: \_\_\_\_\_  
Trustee O’Leary: \_\_\_\_\_  
Trustee Robles-Solis: \_\_\_\_\_  
Trustee Madrigal Lopez: \_\_\_\_\_

\_\_\_\_\_  
Debra Cordes  
President of the Board of Trustees  
Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on February 7, 2018.

\_\_\_\_\_  
Ernest Morrison  
Clerk of the Board of Trustees  
Oxnard School District



# Ramona Elementary School Modular Classroom Project

CEQA Class 14 | Categorical Exemption Report

*prepared by*

**Oxnard School District**  
1051 South A Street  
Oxnard, California 93030

*prepared with the assistance of*

**Rincon Consultants, Inc.**  
250 East 1st Street, Suite 301  
Los Angeles, California 90012

**January 2018**



# Table of Contents

---

1	Introduction.....	1
2	Project Description .....	1
3	Existing Campus Conditions .....	4
4	Consistency Analysis .....	4
5	Summary .....	5
6	References.....	6

## Figures

Figure 1	Regional Location .....	2
Figure 2	Project Location .....	3

*This page intentionally left blank.*



# 1 Introduction

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc. (Rincon) for the Ramona Elementary School (ES) Modular Classroom Project in the City of Oxnard (City) in Ventura County. The intent of the analysis is to document whether the project is eligible for a Class 14 Categorical Exemption (CE). The report includes an introduction, project description, evaluation of the project's consistency with the requirements for a Class 14 exemption, and conclusion of the project's eligibility for a Class 14 CE.

The Oxnard School District (OSD) intends to file a Class 14 CE for a proposed modular classroom building at Ramona ES located at 804 Cooper Road, Oxnard in the City of Oxnard. The State CEQA Guidelines Section 15314 states that Class 14 CEs consists of:

“Minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

Rincon evaluated the project's consistency with the above requirements to confirm the project's eligibility for the Class 14 exemption.

# 2 Project Description

Ramona ES is located in the northeast portion of the City, as shown in Figure 1. The proposed project would involve installation of an approximately 2,880 square-foot permanent modular classroom building, consisting of two 1,155 square-foot classrooms, an office/storage room, and two restrooms. The proposed classroom building would be located at the northeastern boundary of the project site adjacent to the alley and single family homes east of the site. Figure 2 shows the proposed location with respect to the existing ES campus, which currently consists of a playground blacktop. When complete, the classrooms would support transitional kindergarten (TK)/kindergarten school needs as well as potential Special Education programs, and have a combined capacity of 50 students. Construction of the project would use consist of a modular building approach and would be completed and ready for student occupancy by August 2018.

**Figure 1 Regional Location**



Imagery provided by ESRI and its licensors © 2017.

★ Project Location

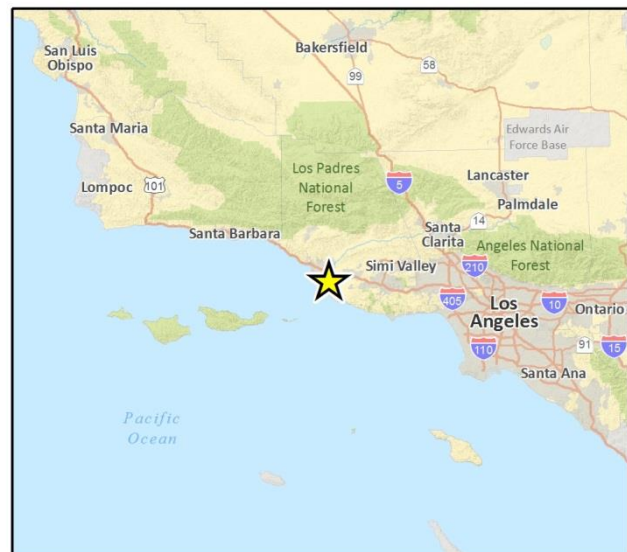


Fig 1. Regional Location Ramona

Figure 2 Project Location



Fig 2 Project Location Ramona

### 3 Existing Campus Conditions

The Ramona ES was built in 1999 and is the second newest school constructed in the Oxnard Unified District. The school currently consists of 26 permanent classrooms and 4 portable classrooms. Other school amenities include a parking area at southern area of the campus, the main school buildings at the northern and western area of the campus, and a blacktop playground area in the center. The Ramona ES is bounded by single-family residences to the east, Cooper Road to the north, Bonita Avenue to the west, and 1<sup>st</sup>. Street to the south. See Figure 2 for existing conditions and location of the proposed building with respect to the existing campus.

### 4 Consistency Analysis

#### **CEQA Section 15314: Minor Additions to Schools**

“Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

The proposed project would involve a minor addition to the existing Ramona ES campus, consisting of a modular classroom building located along the northern boundary of the campus. As discussed under the *Project Description*, the modular classroom building would consist of two 1,155 square-foot classrooms, an office, a quiet room, and two restrooms. According to the Oxnard School District, 597 students were enrolled at Ramona ES for the 2017-2018 academic school year. The proposed classroom building would have a capacity of 50 students, or 25 students in each classroom. Based on an existing student body of 597 students, the 50-student increase in capacity would constitute a 8.4% increase in the overall capacity of the campus. In addition, the project would not add more than ten classrooms to the campus.

#### **CEQA Section 15300.2: Exceptions**

**Cumulative Impact** – “All exemptions for these classes are inapplicable when the cumulative impact of successive project of the same type in the same place, over time is significant.”

The proposed project involves adding a permanent modular classroom building, which would increase the Ramona ES capacity by approximately 50 students. Potential successive projects of the same type on the existing school campus would be restricted to available space on the campus. Because campus area is limited and no further expansion of the school capacity is anticipated, implementation of the proposed project would not contribute to a cumulative impact.

**Significant Effect** – “A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.”

The proposed project would involve the addition of a permanent modular classroom building on the Ramona ES campus. The project would not involve the demolition of any existing school buildings and proposed modular classrooms would be similar to existing modular classrooms on campus. The project site is an existing elementary school and there are no unusual circumstances that would have a significant impact on the environment due to the project.



**Scenic Highways** – “A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or EIR.”

According to the California Department of Transportation (Caltrans), there are no officially designated state scenic highways adjacent to the project site (Caltrans 2017). The nearest eligible state scenic highway (not officially designated) is Pacific Coast Highway (Highway 1), which is located approximately 0.4 mile west of the site (Caltrans 2017). Therefore, the project would not impact scenic resources within a state scenic highway.

**Hazardous Waste Sites** – “A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.”

The following databases and listings compiled pursuant to Government Code Section 65962.5 were checked for known hazardous materials contamination at the project site:

- United States Environmental Protection Agency (USEPA)
  - Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)/Superfund Enterprise Management System (SEMS)/Envirofacts database search
- State Water Resources Control Board (SWRCB)
  - GeoTracker search for leaking underground storage tanks (LUST) and other cleanup sites
- Department of Toxic Substances Control (DTSC)
  - Envirostor database for hazardous waste facilities or known contamination sites
  - Cortese list of Hazardous Waste and Substances Sites

According to the USEPA SEMS and SWRCB Geotracker databases, the project site is not located on or directly adjacent to any known hazardous or contaminated site (USEPA 2017; SWRCB 2015). The DTSC Envirostor database has a documented Phase I Environmental Site Assessment approval for Ramona ES; however, no contaminants were found on the site and no action has been required as of March 24, 2000 (DTSC 2018).

**Historical Resources** – “A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.”

The Ramona ES was built in 1999 and is approximately 20 years old. The proposed project would involve a modular classroom building and would not involve the demolition of any existing school buildings. Therefore, installation of the project would not result in a substantial adverse change in the significant of a potential historic resource as defined in CEQA Guidelines Section 15064.5.

## 5 Summary

Based on this analysis, the proposed Ramona Elementary School Modular Classroom Project meets all criteria for a Class 14 Categorical Exemption pursuant to Section 15314 of the State CEQA Guidelines.

## 6 References

California Department of Transportation (Caltrans). 2017. Scenic Highways. Accessed December 29, 2017 at: <http://www.dot.ca.gov/design/lap/livability/scenic-highways/>.

California Department of Toxic Substances Control (DTSC). 2018. EnviroStor Database. Accessed January 4, 2018 at:  
<http://www.envirostor.dtsc.ca.gov/public/map/?myaddress=804+Cooper+Rd%2C+Oxnard%2C+CA+93030>.

California Environmental Quality Act (CEQA) Statutes and Guidelines. 2016. Accessed December 14, 2017 at: [http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf).

California State Water Resources Control Board (SWRCB). 2015. GeoTracker Database. Accessed January 4, 2018 at:  
<https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=804+Cooper+Rd%2C+Oxnard%2C+CA+93030>.

United States Environmental Protection Agency (USEPA). 2017. System Data Searches: SEMS. Accessed January 4, 2018 at:  
[https://iaspub.epa.gov/enviro/efsystemquery.sems?fac\\_search=primary\\_name&fac\\_value=&fac\\_search\\_type=Beginning&postal\\_code=&location\\_address=804+Cooper+Road&add\\_search\\_type=Beginning2&city\\_name=Oxnard&county\\_name=Ventura&state\\_code=CA&program\\_search=multi&report=basic&page\\_no=1&output\\_sql\\_switch=TRUE&database\\_type=SEMS](https://iaspub.epa.gov/enviro/efsystemquery.sems?fac_search=primary_name&fac_value=&fac_search_type=Beginning&postal_code=&location_address=804+Cooper+Road&add_search_type=Beginning2&city_name=Oxnard&county_name=Ventura&state_code=CA&program_search=multi&report=basic&page_no=1&output_sql_switch=TRUE&database_type=SEMS).

*This page intentionally left blank.*





**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF RESOLUTION #17-22 MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE RITCHEN KINDERGARTEN FLEX CLASSROOM PROJECT (Penanhoat/Fateh/CFW)**

The Oxnard School District (District) is proceeding with the construction of approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification at Ritchen Elementary School. These rooms may support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses.

Rincon Consultants has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 14 Categorical Exemption, under CEQA Section 15314. A Class 14 Categorical Exemption consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions.

The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

**FISCAL IMPACT**

None.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-22 making environmental findings in connection with the construction of the Ritche Kindergarten Flex Classroom Project located at 2200 Cabrillo Way, Oxnard, CA 93030.

## **ADDITIONAL MATERIAL**

- Resolution #17-22 (2 pages)
- Emilie Ritche Elementary School Modular Classroom Project CEQA Class 14 Categorical Exemption Report by Rincon Consultants (11 pages)
- Notice of Exemption Form (1 page)

**RESOLUTION NO. 17-22**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE  
CONSTRUCTION OF THE RITCHEN KINDERGARTEN FLEX CLASSROOM PROJECT  
LOCATED AT 2200 CABRILLO WAY, OXNARD, CA 93030**

**WHEREAS**, the Oxnard School District (“District”) is constructing approximately 2,880 square feet of new facilities, including two modular Kindergarten/Flex classrooms, two restrooms, and workspace to meet a required minimum District specification and to support Transitional Kindergarten(TK)/Kindergarten needs as well as potential Special Education program uses at Ritchen Elementary School located at 2200 Cabrillo Way, Oxnard, CA 93030 (“Project”);

**WHEREAS**, the District’s consultant, Rincon Consultants, Inc. has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 14, Categorical Exemption, under CEQA Section 15314;

**WHEREAS**, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Rincon Consultants, Inc. reviewed the project and indicated that the project will not violate any of the conditions;

**WHEREAS**, the project would not increase the student capacity by more than 25%, nor would the project implement more than 10 classrooms;

**WHEREAS**, the project would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

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

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15314, the Project qualifies as a Class 14 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this the 7<sup>th</sup> day of February 2018, by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absences: \_\_\_\_\_

Board of Trustees:

President Cordes: \_\_\_\_\_  
Clerk Morrison: \_\_\_\_\_  
Trustee O’Leary: \_\_\_\_\_  
Trustee Robles-Solis: \_\_\_\_\_  
Trustee Madrigal Lopez: \_\_\_\_\_

\_\_\_\_\_  
Debra Cordes  
President of the Board of Trustees  
Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on February 7, 2018.

\_\_\_\_\_  
Ernest Morrison  
Clerk of the Board of Trustees  
Oxnard School District



# Emilie Ritchen Elementary School Modular Classroom Project

CEQA Class 14 | Categorical Exemption Report

*prepared by*

**Oxnard School District**  
1051 South A Street  
Oxnard, California 93030

*prepared with the assistance of*

**Rincon Consultants, Inc.**  
250 East 1st Street, Suite 301  
Los Angeles, California 90012

**January 2018**



# Table of Contents

---

1	Introduction.....	1
2	Project Description .....	1
3	Existing Campus Conditions .....	4
4	Consistency Analysis .....	4
5	Summary .....	5
6	References.....	6

## Figures

Figure 1	Regional Location .....	2
Figure 2	Project Location .....	3

*This page intentionally left blank.*



# 1 Introduction

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc. (Rincon) for the Emilie Ritche Elementary School (ES) Modular Classroom Project in the City of Oxnard (City) in Ventura County. The intent of the analysis is to document whether the project is eligible for a Class 14 Categorical Exemption (CE). The report includes an introduction, project description, evaluation of the project's consistency with the requirements for a Class 14 exemption, and conclusion of the project's eligibility for a Class 14 CE.

The Oxnard School District (OSD) intends to file a Class 14 CE for a proposed modular classroom building at Emilie Ritche ES located at 2200 Cabrillo Way in the City of Oxnard. The State CEQA Guidelines Section 15314 states that Class 14 CEs consists of:

“Minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

Rincon evaluated the project's consistency with the above requirements to confirm the project's eligibility for the Class 14 exemption.

# 2 Project Description

Emilie Ritche ES is located in the northwest portion of the City, as shown in Figure 1. The proposed project would involve installation of an approximately 2,880 permanent square-foot modular classroom building, consisting of two 1,155 square-foot classrooms, an office/storageroom, and two restrooms. The proposed classroom building would be located at the northeastern boundary of the project site adjacent to the school's pick up and drop off zone along Cabrillo Way. Figure 2 shows the proposed location with respect to the existing ES campus, which currently consists of a grass area and concrete path walkway. When complete, the classrooms would support transitional kindergarten (TK)/kindergarten school needs as well as potential Special Education programs, and have a combined capacity of 50 students. Construction of the project would consist of a modular building approach and would be completed and ready for student occupancy by August 2018.

**Figure 1 Regional Location**



Imagery provided by ESRI and its licensors © 2017.

★ Project Location

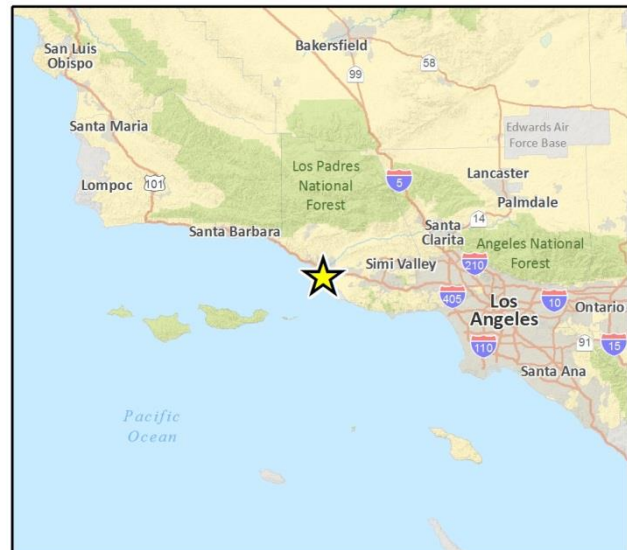
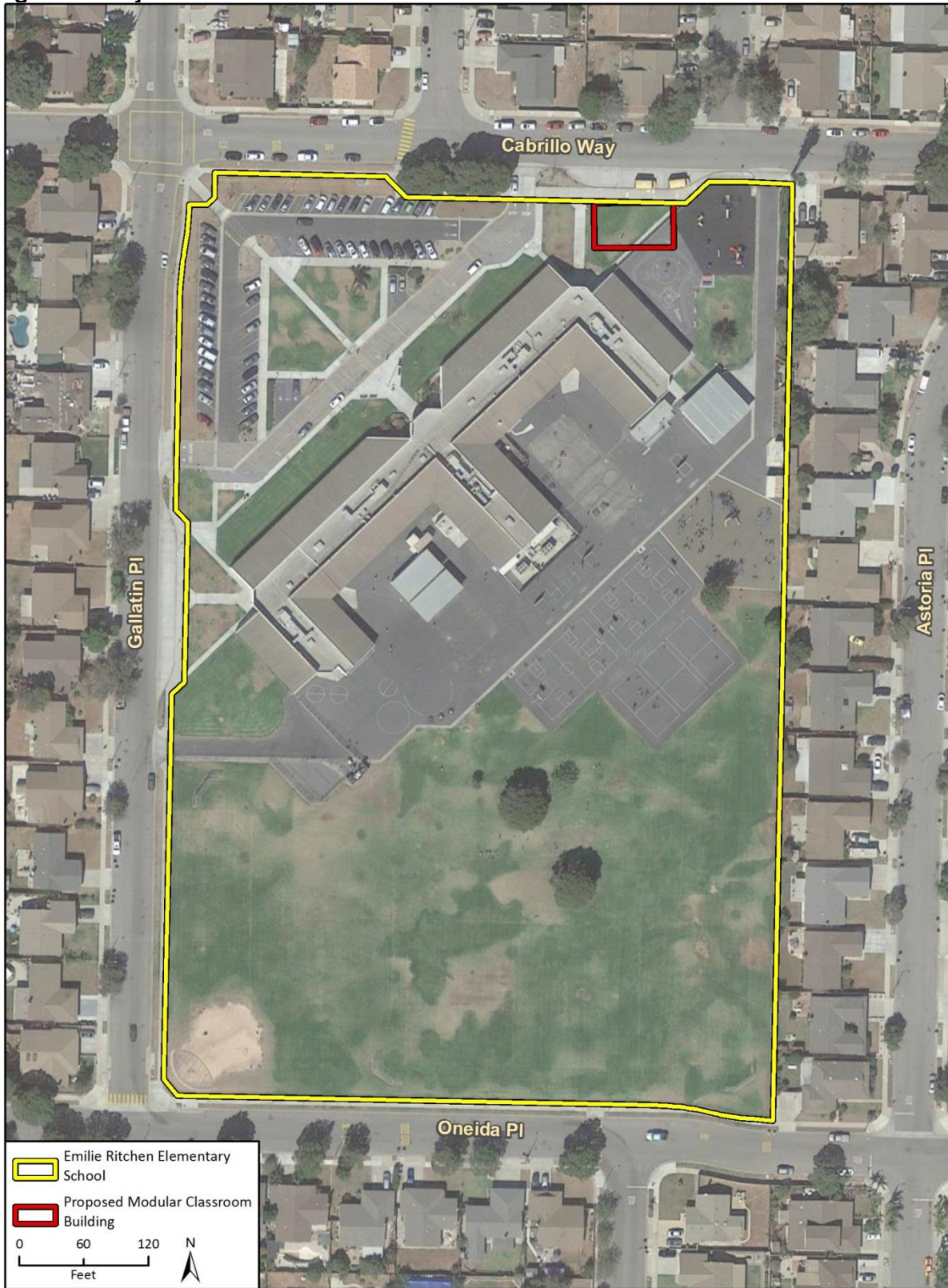


Fig 1. Regional Location Ritchien

Figure 2 Project Location



Imagery provided by Google and its licensors © 2017.

Fig 2 Project Location Ritchen

### 3 Existing Campus Conditions

The Emilie Ritche ES was built in 1992 and improved in 2014 to convert an existing classroom into a fourth kindergarten classroom. The school currently consists of 28 permanent classrooms and 2 portable classrooms. Other school amenities include a parking area at the northwest area of the campus, a blacktop playground area and a main school building in the central area of the campus. The Emilie Ritche ES is bounded by single-family residences to the east, Cabrillo Way to the north, Gallatin Place to the west, and Oneida Place to the south. See Figure 2 for existing conditions and the location of the proposed building with respect to the existing campus.

### 4 Consistency Analysis

#### **CEQA Section 15314: Minor Additions to Schools**

“Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption.”

The proposed project would involve a minor addition to the existing Emilie Ritche ES campus, consisting of a modular classroom building located along the northeastern boundary of the campus. As discussed under the *Project Description*, the modular classroom building would consist of two 1,155 square-foot classrooms, an office, a quiet room, and two restrooms. According to the Oxnard School District, 629 students were enrolled at Emilie Ritche ES for the 2017-2018 academic school year. The proposed classroom building would have a capacity of 50 students, or 25 students in each classroom. Based on an existing student body of 629 students, the 50-student increase in capacity would constitute a 7.9% increase in the overall capacity of the campus. In addition, the project would not add more than ten classrooms to the campus.

#### **CEQA Section 15300.2: Exceptions**

**Cumulative Impact** – “All exemptions for these classes are inapplicable when the cumulative impact of successive project of the same type in the same place, over time is significant.”

The proposed project involves adding a permanent modular classroom building, which would increase the Emilie Ritche ES capacity by approximately 50 students. Potential successive projects of the same type on the existing school campus would be restricted to available space on the campus. Because campus area is limited and no further expansion of the school capacity is anticipated, implementation of the proposed project would not contribute to a cumulative impact.

**Significant Effect** – “A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.”

The proposed project would involve the addition of a permanent modular classroom building on the Emilie Ritche ES campus. The project would not involve the demolition of any existing school buildings and proposed modular classrooms would be similar to existing modular classrooms on campus. The project site is an existing elementary school and there are no unusual circumstances that would have a significant impact on the environment due to the project.



**Scenic Highways** – “A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or EIR.”

According to the California Department of Transportation (Caltrans), there are no officially designated state scenic highways adjacent to the project site (Caltrans 2017). The nearest eligible state scenic highway (not officially designated) is Pacific Coast Highway (Highway 1), which is located approximately 1.3 miles east of the site (Caltrans 2017). Therefore, the project would not impact scenic resources within a state scenic highway.

**Hazardous Waste Sites** – “A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.”

The following databases and listings compiled pursuant to Government Code Section 65962.5 were checked for known hazardous materials contamination at the project site:

- United States Environmental Protection Agency (USEPA)
  - Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)/Superfund Enterprise Management System (SEMS)/Envirofacts database search
- State Water Resources Control Board (SWRCB)
  - GeoTracker search for leaking underground storage tanks (LUST) and other cleanup sites
- Department of Toxic Substances Control (DTSC)
  - Envirostor database for hazardous waste facilities or known contamination sites
  - Cortese list of Hazardous Waste and Substances Sites

According to the databases, the proposed project is not located on or directly adjacent to any known hazardous or contaminated site (USEPA 2018; SWRCB 2015; DTSC 2018).

**Historical Resources** – “A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.”

The Emilie Ritchen ES was built in 1992 and is approximately 26 years old. The proposed project would involve a modular classroom building and would not involve the demolition of any existing school buildings. Therefore, installation of the project would not result in a substantial adverse change in the significant of a potential historic resource as defined in CEQA Guidelines Section 15064.5.

## 5 Summary

Based on this analysis, the proposed Emilie Ritchen Elementary School Modular Classroom Project meets all criteria for a Class 14 Categorical Exemption pursuant to Section 15314 of the State CEQA Guidelines.

## 6 References

- California Department of Transportation (Caltrans). 2017. Scenic Highways. Accessed January 4, 2018 at: <http://www.dot.ca.gov/design/lap/livability/scenic-highways/>.
- California Department of Toxic Substances Control (DTSC). 2018. EnviroStor Database. Accessed January 4, 2018 at: <http://www.envirostor.dtsc.ca.gov/public/map/?myaddress=2200+Cabrillo+Way%2C+Oxnard%2C+CA+93030%2C+USA>.
- California Environmental Quality Act (CEQA) Statutes and Guidelines. 2016. Accessed December 14, 2017 at: [http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf).
- California State Water Resources Control Board (SWRCB). 2015. GeoTracker Database. Accessed January 4, 2018 at: <https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=2200+Cabrillo+Way%2C+Oxnard%2C+CA+93030%2C+USA>.
- United States Environmental Protection Agency (USEPA). 2018. System Data Searches: SEMS. Accessed January 4, 2018 at: [https://iaspub.epa.gov/enviro/efsystemquery.sems?fac\\_search=primary\\_name&fac\\_value=&fac\\_search\\_type=Beginning&postal\\_code=&location\\_address=2200+Cabrillo+Way&add\\_search\\_type=Beginning2&city\\_name=Oxnard&county\\_name=Ventura+&state\\_code=CA&program\\_search=multi&report=basic&page\\_no=1&output\\_sql\\_switch=TRUE&database\\_type=SEMS](https://iaspub.epa.gov/enviro/efsystemquery.sems?fac_search=primary_name&fac_value=&fac_search_type=Beginning&postal_code=&location_address=2200+Cabrillo+Way&add_search_type=Beginning2&city_name=Oxnard&county_name=Ventura+&state_code=CA&program_search=multi&report=basic&page_no=1&output_sql_switch=TRUE&database_type=SEMS).

*This page intentionally left blank.*





**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 8, 2017

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**ADOPTION OF RESOLUTION #17-25 TO PROVIDE AGAINST LOSS OF FUNDS DUE TO EMERGENCY CLOSURES OF THE DISTRICT’S STATE PRESCHOOL PROGRAMS DURING THE THOMAS FIRE (PENANHOAT/VALDES)**

The Thomas Fire that started on December 4, 2017 created unsafe conditions related to air quality and impassable roads that necessitated emergency closure of school sites and state preschool programs on December 5-8 and 13-15, 2017.

Education Code Section 8271 provides against loss of funds due to circumstances out of the control of State Preschool contractors, including flooding, power outages, and other storm-related situations. Per California Department of Education (CDE) Management Bulletin 10-09, in order to provide against loss of funding for those instructional days the Board of Trustees of the District must adopt a Resolution stating the nature of the emergency and its effect on program operations. Said Resolution must then be submitted to CDE’s Early Education and Support Division.

Without approval of this Resolution, the district would experience a loss of preschool program funding as follows: daily reimbursement rate of \$28.32 x 7 days x 268 students = \$53,128.32.

Resolution #17-25 is provided herewith for the Board’s consideration.

**FISCAL IMPACT**

Potential loss of preschool program reimbursement in the amount of \$53,128.32.  
No fiscal impact if Resolution #17-25 is adopted and received by CDE.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Early Childhood Education, that the Board of Trustees adopt Resolution # 17-25 and authorize its submission to CDE's Early Education and Support Division.

## **ADDITIONAL MATERIAL**

Attached: Resolution # 17-25 (9 pages)

Resolution No. 17-25

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO PROVIDE AGAINST LOSS OF FUNDS DUE TO EMERGENCY SCHOOL CLOSURES AFFECTING THE DISTRICT'S STATE PRESCHOOL PROGRAMS DURING THE THOMAS FIRE

WHEREAS, the Thomas Fire started in the County of Ventura on December 4, 2017, and caused issues related to smoke, air quality and impassable roads affecting students and staff of the Oxnard School District the ("District"); and

WHEREAS, the air quality and dangerous conditions caused the schools, buildings and structures to be closed down for the safety of students and staff on the following dates: December 5-8 and 13-15, 2017; and

WHEREAS, Education Code Section 8271 provides against loss of funds due to circumstances out of the control of State Preschool contractors, including flooding, power outages, and other storm-related situations; and

WHEREAS, California Department of Education Management Bulletin 10-09 states that in the event that operating agencies are unable to operate due to circumstances beyond the control of the operating agency, including earthquakes, floods, or fires, such programs shall not be penalized for incurred program expenses nor in subsequent budget allocations; and

WHEREAS, Daily Attendance information for the week prior to the school closure is incorporated herein as Exhibit "A", as required by California Department of Education Management Bulletin 10-09; and

WHEREAS, circumstances beyond the control of operating contractors include, but are not necessarily limited to, earthquakes, floods, fires, epidemics, impassable roads, the imminence of a major health or safety hazard, as determined by the local health department or law enforcement agency, a strike affecting transportation services for children provided by a non-agency entity, incomplete facility renovations authorized by the California Department of Education, pursuant to California Department of Education Code sections 8277.1 and 8277.2, and/or State of California Budget impasse; and

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees ("Board") of the Oxnard School District has determined that for one or more of the reasons set forth above an emergency existed as a result of the Thomas Fire and justified emergency closure of school sites and facilities; and

BE IT FURTHER RESOLVED THAT, upon the Board's approval of this Resolution, the Assistant Superintendent, Business & Fiscal Services and Director, Early Childhood Education of the District will submit the fully executed Resolution to the Early Education and Support Division (EESD) of the California Department of Education (CDE) for review and processing.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 7<sup>th</sup> day of February, 2018.

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, Ernie "Mo" Morrison, 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 #17-25 adopted at a regular meeting place thereof on the 7th day of February, 2018, 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: February 7, 2018

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

*Exhibit "A"*  
Resolution #17-25

**Oxnard School District  
Early Childhood Education Programs**

**Attendance Report**

FOR PERIOD November 27, 2017 to November 27, 2017  
(# OF DAYS OF OPERATION = 1)  
PROGRAMS = CSPP Part-Day

Center	Days Present	Excused Absences	Attendance Exceptions	Attendance Days	Unexcused Absences	Enrollment Days	NonReimb. Days
<b>Driffill State Preschool</b>							
CSPP Part-Day	38	5	0	43	0	43	0
Totals	38	5	0	43	0	43	0
<b>Elm State Preschool</b>							
CSPP Part-Day	21	3	0	24	0	24	0
Totals	21	3	0	24	0	24	0
<b>McKinna State Preschool</b>							
CSPP Part-Day	44	2	0	46	1	47	0
Totals	44	2	0	46	1	47	0
<b>Ritchen Preschool</b>							
CSPP Part-Day	42	3	0	45	0	45	0
Totals	42	3	0	45	0	45	0
<b>Rose Avenue State Preschool</b>							
CSPP Part-Day	39	5	0	44	0	44	0
Totals	39	5	0	44	0	44	0
<b>San Miguel State Preschool</b>							
CSPP Part-Day	40	2	0	42	1	43	0
Totals	40	2	0	42	1	43	0
<b>Sierra Linda Preschool</b>							
CSPP Part-Day	21	1	0	22	0	22	0
Totals	21	1	0	22	0	22	0
<b>Grand Totals</b>							
CSPP Part-Day	245	21	0	266	2	268	0
Totals	245	21	0	266	2	268	0

**Oxnard School District**  
**Early Childhood Education Programs**

**Attendance Report**

FOR PERIOD November 28, 2017 to November 28, 2017  
 (# OF DAYS OF OPERATION = 1)  
 PROGRAMS = CSPP Part-Day

Center	Days Present	Excused Absences	Attendance Exceptions	Attendance Days	Unexcused Absences	Enrollment Days	NonReimb. Days
<b>Driffill State Preschool</b>							
CSPP Part-Day	40	3	0	43	0	43	0
Totals	40	3	0	43	0	43	0
<b>Elm State Preschool</b>							
CSPP Part-Day	23	1	0	24	0	24	0
Totals	23	1	0	24	0	24	0
<b>McKinna State Preschool</b>							
CSPP Part-Day	44	2	0	46	1	47	0
Totals	44	2	0	46	1	47	0
<b>Ritchen Preschool</b>							
CSPP Part-Day	41	4	0	45	0	45	0
Totals	41	4	0	45	0	45	0
<b>Rose Avenue State Preschool</b>							
CSPP Part-Day	42	2	0	44	0	44	0
Totals	42	2	0	44	0	44	0
<b>San Miguel State Preschool</b>							
CSPP Part-Day	37	5	0	42	1	43	0
Totals	37	5	0	42	1	43	0
<b>Sierra Linda Preschool</b>							
CSPP Part-Day	20	2	0	22	0	22	0
Totals	20	2	0	22	0	22	0
<b>Grand Totals</b>							
CSPP Part-Day	247	19	0	266	2	268	0
Totals	247	19	0	266	2	268	0

**Oxnard School District**  
**Early Childhood Education Programs**

**Attendance Report**

FOR PERIOD November 29, 2017 to November 29, 2017

(# OF DAYS OF OPERATION = 1)

PROGRAMS = CSPP Part-Day

Center	Days Present	Excused Absences	Attendance Exceptions	Attendance Days	Unexcused Absences	Enrollment Days	NonReimb. Days
<b>Driffill State Preschool</b>							
CSPP Part-Day	40	3	0	43	0	43	0
Totals	40	3	0	43	0	43	0
<b>Elm State Preschool</b>							
CSPP Part-Day	23	1	0	24	0	24	0
Totals	23	1	0	24	0	24	0
<b>McKinna State Preschool</b>							
CSPP Part-Day	43	4	0	47	1	48	0
Totals	43	4	0	47	1	48	0
<b>Ritchen Preschool</b>							
CSPP Part-Day	40	5	0	45	0	45	0
Totals	40	5	0	45	0	45	0
<b>Rose Avenue State Preschool</b>							
CSPP Part-Day	42	2	0	44	0	44	0
Totals	42	2	0	44	0	44	0
<b>San Miguel State Preschool</b>							
CSPP Part-Day	33	9	0	42	1	43	0
Totals	33	9	0	42	1	43	0
<b>Sierra Linda Preschool</b>							
CSPP Part-Day	21	1	0	22	0	22	0
Totals	21	1	0	22	0	22	0
<b>Grand Totals</b>							
CSPP Part-Day	242	25	0	267	2	269	0
Totals	242	25	0	267	2	269	0



**Oxnard School District  
Early Childhood Education Programs**

**Attendance Report**

FOR PERIOD November 30, 2017 to November 30, 2017

(# OF DAYS OF OPERATION = 1)

PROGRAMS = CSPP Part-Day

Center	Days Present	Excused Absences	Attendance Exceptions	Attendance Days	Unexcused Absences	Enrollment Days	NonReimb. Days
<b>Drifill State Preschool</b>							
CSPP Part-Day	41	2	0	43	0	43	0
Totals	41	2	0	43	0	43	0
<b>Elm State Preschool</b>							
CSPP Part-Day	22	2	0	24	0	24	0
Totals	22	2	0	24	0	24	0
<b>McKinna State Preschool</b>							
CSPP Part-Day	45	2	0	47	1	48	0
Totals	45	2	0	47	1	48	0
<b>Ritchen Preschool</b>							
CSPP Part-Day	40	5	0	45	0	45	0
Totals	40	5	0	45	0	45	0
<b>Rose Avenue State Preschool</b>							
CSPP Part-Day	42	3	0	45	0	45	0
Totals	42	3	0	45	0	45	0
<b>San Miguel State Preschool</b>							
CSPP Part-Day	40	3	0	43	0	43	0
Totals	40	3	0	43	0	43	0
<b>Sierra Linda Preschool</b>							
CSPP Part-Day	19	3	0	22	0	22	0
Totals	19	3	0	22	0	22	0
<b>Grand Totals</b>							
CSPP Part-Day	249	20	0	269	1	270	0
Totals	249	20	0	269	1	270	0

**Oxnard School District**  
**Early Childhood Education Programs**

**Attendance Report**

FOR PERIOD December 01, 2017 to December 01, 2017

(# OF DAYS OF OPERATION = 1)

PROGRAMS = CSPP Part-Day

Center	Days Present	Excused Absences	Attendance Exceptions	Attendance Days	Unexcused Absences	Enrollment Days	NonReimb. Days
<b>Drifill State Preschool</b>							
CSPP Part-Day	40	3	0	43	0	43	0
Totals	40	3	0	43	0	43	0
<b>Elm State Preschool</b>							
CSPP Part-Day	23	1	0	24	0	24	0
Totals	23	1	0	24	0	24	0
<b>McKinna State Preschool</b>							
CSPP Part-Day	47	1	0	48	0	48	0
Totals	47	1	0	48	0	48	0
<b>Ritchen Preschool</b>							
CSPP Part-Day	41	4	0	45	0	45	0
Totals	41	4	0	45	0	45	0
<b>Rose Avenue State Preschool</b>							
CSPP Part-Day	42	3	0	45	0	45	0
Totals	42	3	0	45	0	45	0
<b>San Miguel State Preschool</b>							
CSPP Part-Day	40	3	0	43	0	43	0
Totals	40	3	0	43	0	43	0
<b>Sierra Linda Preschool</b>							
CSPP Part-Day	19	3	0	22	0	22	0
Totals	19	3	0	22	0	22	0
<b>Grand Totals</b>							
CSPP Part-Day	252	18	0	270	0	270	0
Totals	252	18	0	270	0	270	0

**Oxnard School District  
Early Childhood Education Programs**

**Attendance Report**

FOR PERIOD November 27, 2017 to December 01, 2017

(# OF DAYS OF OPERATION = 5)

PROGRAMS = CSPP Part-Day

Center	Days Present	Excused Absences	Attendance Exceptions	Attendance Days	Unexcused Absences	Enrollment Days	NonReimb. Days
<b>Drifill State Preschool</b>							
CSPP Part-Day	199	16	0	215	0	215	0
Totals	199	16	0	215	0	215	0
<b>Elm State Preschool</b>							
CSPP Part-Day	112	8	0	120	0	120	0
Totals	112	8	0	120	0	120	0
<b>McKinna State Preschool</b>							
CSPP Part-Day	223	11	0	234	4	238	0
Totals	223	11	0	234	4	238	0
<b>Ritchen Preschool</b>							
CSPP Part-Day	204	21	0	225	0	225	0
Totals	204	21	0	225	0	225	0
<b>Rose Avenue State Preschool</b>							
CSPP Part-Day	207	15	0	222	0	222	0
Totals	207	15	0	222	0	222	0
<b>San Miguel State Preschool</b>							
CSPP Part-Day	190	22	0	212	3	215	0
Totals	190	22	0	212	3	215	0
<b>Sierra Linda Preschool</b>							
CSPP Part-Day	100	10	0	110	0	110	0
Totals	100	10	0	110	0	110	0
<b>Grand Totals</b>							
CSPP Part-Day	1235	103	0	1338	7	1345	0
Totals	1235	103	0	1338	7	1345	0

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 2/7/18

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

***Approval of Work Authorization Letter #3 with Knowland Construction Services (KCS) for DSA Inspection Services for the Four (4) Kinder/Flex Facilities Projects (Penanhoat/Fateh/CFW)***

---

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record (IOR) Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #3 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) and In-Plant Inspections for the 4 Kinder/Flex Facilities Projects at Brekke, Ramona, McAuliffe and Ritchen.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-129**

Work Authorization Letter: **#3**

Consultant: **Knowland Construction Services**

Date Issued: **02/07/2018**

Fixed Fee Amount: **Seventy-Three Thousand Eight Hundred Dollars and No Cents (\$73,800.00)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from Knowland Construction Services, and calls for the performance of DSA Inspector of

Record (IOR) Services and In-Plant Inspections to ensure that the construction is in accordance with DSA.

### **FISCAL IMPACT**


The DSA Inspector of Record (IOR) Services and In-Plant Inspections will be completed for a fee of: **Seventy-Three Thousand Eight Hundred Dollars and No Cents (\$73,800.00)** to be funded from the Master Construct and Implementation Program.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Facilities Director, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #3 for Master Agreement #13-129 with Knowland Construction Services.

### **ADDITIONAL MATERIAL(S)**

**Attached:** WAL #3 Knowland Construction Services (1 Page)  
Proposal for DS IOR Services (2 Pages)  
Proposal for In-Plant Inspection Services (2 Pages)  
Master Agreement #13-129 (28 Pages)

	<b>WORK AUTHORIZATION LETTER</b>						
	<b>GENERAL INFORMATION</b>						
	<b>PROJECT #:</b> <b>SITE NAME:</b> Brekke,Ritchen,McAuliffe,Ramona <b>MASTER AGREEMENT #:</b> 13-129 <b>WAL #:</b> 3		<b>DATE:</b> 2/7/2018 <b>DSA #</b> <b>OPSC #</b> <b>VENDOR ID:</b>				
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>							
<b>DISTRICT</b>		<b>CONSULTANT</b>					
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501		<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	<b>Knowland Construction Services</b> 33 Narcissa Drive Rancho Palos Verdes, CA 90275 626.786.4331				
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>							
Knowland Construction Services will be performing Inspection services as required by the District for Division of the State Architect. The Inspector of Record ("IOR") shall provide adequate coverage to required inspections of the work, from NTP to close-out; as outlined on the DSA approved documents and the DSA 103 forms. Provide routine inspections, coordinate special inspections and off-site inspections, shall maintain active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA. Knowland Construction Services will also provide In-plant inspections as required by DSA. <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>							
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>							
<b>START DATE:</b> March 8, 2018		<b>COMPLETION DATE:</b> June 21, 2018					
<b>FIXED FEE AMOUNT: <u>Seventy-Three Thousand Eight Hundred Dollars and No Cents (\$73,800.00)</u></b>							
<i>This fee amount is based upon Consultant's proposal dated <u>1/22/18</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>							
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>							
<b>DISTRICT</b>		<b>CONSULTANT</b>					
OXNARD SCHOOL DISTRICT		CONSULTANT					
(SIGNATURE)		(DATE)		(SIGNATURE)		(DATE)	
<b>FOR DISTRICT USE ONLY</b>							
PROJECT MANAGER: Jennifer McIsaac				PREPARED BY: Chris Yafuso			
P.O. #				P.O. AMOUNT:			
SOURCE OF FUNDS:		<input type="checkbox"/> MEASURE "R"		<input type="checkbox"/> DEF. MAINT.		<input type="checkbox"/> DEV. FEES	
COST ID: 6290		<input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program					
(PM APPROVAL SIGNATURE)				(DATE)			

# **Knowland Construction Services**

## **PROPOSAL FOR PROJECT INSPECTORS**

**SCHOOL DISTRICT: Oxnard School District**

**INSPECTORS: Tom Kimbrell / Sam Samadzedah / John Terrones  
(or other approved inspector. )**

**PROJECT: Kindergarten Multi-purpose Buildings 4 sites**

**DURATION: March 1 2018 / June 1, 2018**

**RATE: \$85.00 / Hour @ 70 Days / 560 Hours**

**TOTAL ESTIMATE: \$46,600.00**

### **PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

#### **Includes:**

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
3. The District & the Inspector, Knowland Inc., 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.

4. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 1 week. 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 relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a 2 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Inc. (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications. Trailers and restrooms shall be reimbursable plus 10% if necessary.
9. District shall be billed at the provided rate for project services including shop and site inspection. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record

*Christopher Knowland*

---

Christopher Knowland – KCS  
Knowland Inc.

---

Agent – Oxnard School District



# **Knowland Construction Services**

## **PROPOSAL FOR PROJECT INSPECTORS**

**SCHOOL DISTRICT: Oxnard School District**

**INSPECTORS: Chris Knowland / Tom Corral / Jim Carter  
(or other approved inspector.)**

**PROJECT: INPLANT INSPECTION – Kindergarten Building 4 sites**

**DURATION: March 1 2018 / June 1, 2018**

**RATE: \$85.00 / Hour @ 40 Days / 320 Hours Estimated**

**TOTAL ESTIMATE: \$27,200.00**

### **PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

#### **Includes:**

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
3. The District & the Inspector, Knowland Inc., 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.

4. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 1 week. 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 relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a 2 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Inc. (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. Billable hours include inspection time, administrative time, and project management. Days are billed in 8 hour increments, and overtime is applied at 1 1/12 standard rate. KCS shall provide all utility lines, office space and furniture for the in-plant inspector. On large projects, trailers and restrooms shall be reimbursable plus 10% if necessary.
9. District shall be billed at the provided rate for project services including shop and site inspection. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record

*Christopher Knowland*

---

Christopher Knowland – KCS  
Knowland Inc.

---

Agent – Oxnard School District

**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 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Knowland Construction Services** (“Consultant”) with a business address at ~~2181 East Foothill Blvd., Suite 203, Pasadena, CA 91107~~. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

33 Narcissa Drive  
Rancho Palos Verdes, Ca 90271

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

Oct 31  
RECEIVED NOV 01 2013  
CFW

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

**9. Responsibilities of Consultant:**

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services



described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

CK (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.

OK (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.

CK (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: Knowland Construction Services, Inc.  
~~2181 East Foothill Blvd., Suite 203,~~ *33 Narcissa Drive*  
~~Pasadena, CA 91107~~ *Rancho Palos Verdes, Ca*  
ATTN: Chris Knowland  
T: (626) 786-4331  
Email: chrisknowland@msn.com *90275*

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

**KNOWLAND CONSTRUCTION SERVICES INC.:**

Christopher Knowland  
Signature

Christopher Knowland, President  
Typed Name/Title  
Operations

October 29, 2013  
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**


**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 #13-129

		<b>WORK AUTHORIZATION LETTER (WAL)</b>	
<b>GENERAL INFORMATION</b>			
PROJECT #:		DATE:	
SITE NAME:		DSA #:	
MASTER AGREEMENT #:		OPSC #:	
WAL #:		VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
(ATTACH ADD'L PAGES AS NECESSARY)			
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
START DATE:		COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>			
<i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i>			
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>			
PROJECT MANAGER:		PREPARED BY:	
PO #:		PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____			
COST ID:			
(PM APPROVAL SIGNATURE)		(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>			

Not Project Related

Project #13-129

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**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**

**Hourly Rates**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
DSA I – Large Project	\$72.00 / Hour
DSA II	\$64.00 / Hour
DSA Class III	\$60.00 / Hour
DSA Assistant IOR	\$58.00 / Hour
Project Documentation Asst	\$50.00 / Hour
Blue Beam / Technology	\$64.00 / Hour
Constructability / PM	\$74.00 / Hour
Special Inspectors	\$78.00 / 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.



Not Project Related

Project #13-129

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
  - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
  - b. Records for all supplies, materials and equipment properly charged to the Services.
  - c. Records for all travel pre-approved by District and properly charged to the Services.
  - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**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 #13-129

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**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 #13-129

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 #13-129

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

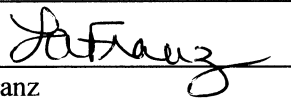
**CONFLICT OF INTEREST CHECK**

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 #13-129

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**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 #13-129

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: \_\_\_\_\_

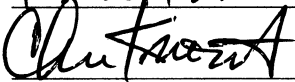
AND/OR

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: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations

Not Project Related

Project #13-129

**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**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 #13-129

## **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 #13-129

### Consultant/Vendor Billing Instructions

#### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
  - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
  - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
  - 4 Feel free to include your company logo if you wish
  - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
  - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
  - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

#### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**



KNOWCON-01

KENNYN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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

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

<b>PRODUCER</b> <b>Cass &amp; Johansing</b> <b>825 Colorado Blvd., Suite 215</b> <b>Los Angeles, CA 90041</b>	<b>CONTACT NAME:</b> <b>Carmen Amirian</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>(626) 568-9933</b>	<b>FAX (A/C, No):</b> <b>(626) 568-2886</b>
<b>E-MAIL ADDRESS:</b> <b>carmena@cassandjohansing.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Ironshore Specialty Ins. Co.</b>		
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

**Knowland Construction Services**  
**33 Narcissa Drive**  
**Rancho Palos Verdes, CA 90275**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU- TORY LIMITS    OTH- ER E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			001005002	12/15/2012	12/15/2013	Each Wrongful Act 1,000,000
A	Professional Liab.			001005002	12/15/2012	12/15/2013	Aggregate 1,000,000

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

**CERTIFICATE HOLDER**

Oxnard School District  
 Attn: Lisa Cline  
 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

*Carmen Amirian*

© 1988-2010 ACORD CORPORATION. All rights reserved.





P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:  
 POLICY NUMBER: 1793828-2013  
 CERTIFICATE ID: 38  
 CERTIFICATE EXPIRES: 07-01-2014  
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT  
 1051 S A ST  
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
 OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SC  
 SERVICES  
 33 NARCISSA DR  
 RANCHO PALOS VERDES CA 90275

[P11.50]

PRINTED : 10-29-2013

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**REQUEST FOR RETROACTIVE APPROVAL OF ASB FUNDRAISER – SORIA SCHOOL (Penanhoat/Fox)**

---

Soria School ASB conducted a fundraiser to benefit Juntos y Unidos Por Puerto Rico, Inc. from September 27, 2017 through October 18, 2017 whereby students and staff collected spare change for hurricane victims in Puerto Rico and Mexico. Since the donation of funds was processed through the school’s ASB account, the Board’s approval is required to certify that the expenditure will benefit the education of students and serves a public purpose.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Principal of Soria School that the Board of Trustees retroactively approve Soria ASB’s fundraiser benefitting Juntos y Unidos Por Puerto Rico, Inc. as outlined above.

**ADDITIONAL MATERIAL**

Attached: Letter from Soria Principal re: ASB Fundraiser (1 page)  
 IRS Letter re: 501(c)3 Status of Juntos y Unidos Por Puerto Rico  
 (3 pages)



OXNARD SCHOOL DISTRICT  
1051 South "A" Street • Oxnard, California 93030 • 805/385-1501  
[www.oxnardsd.org](http://www.oxnardsd.org)



**Juan Lagunas Soria School**  
3101 Dunkirk Drive, Oxnard, CA 93035  
(805) 385-1584 Fax: (805) 815-4216



**To: Dr. Cesar Morales  
Superintendent**

**From: Aracely Fox  
Principal**

**Date: December 13, 2017**

**RE: ASB Fundraiser for Unidos Por Puerto Rico.**

---

We, at Juan Lagunas Soria School, respectfully, request that the Board of Trustees retroactively approve an ASB fundraiser for Unidos Por Puerto Rico from September 27, 2017 to October 18, 2017.

On behalf of Juan L. Soria School, we would like to thank all students and staff that helped our program collect spare change for hurricane victims in Puerto Rico and Mexico. All proceeds that were collected are to be given directly to this organization. Our administrative team is truly proud of our ASB students for planning this fundraiser.

Soria's ASB's volunteerism to our school and greater community is greatly appreciated.

Thank you in advance.



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 03 2017**

JUNTOS Y UNIDOS POR PUERTO RICO INC  
252 PONCE DE LEON AVE STE 1802  
SAN JUAN, PR 00917

Employer Identification Number:  
66-0886334  
DLN:  
17053271319017  
Contact Person:  
MS. MALONEY ID# 31210  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
September 12, 2017  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

JUNTOS Y UNIDOS POR PUERTO RICO INC

Sincerely,

*Stephen a. martin*

Director, Exempt Organizations  
Rulings and Agreements



## Disaster Relief from the IRS

If you have been impacted by the recent disaster in your area and are unable to meet your tax obligations, the IRS may be able to assist with payment and filing extensions, and if qualified, with an expedited tax refund for casualty losses. Please call the IRS Disaster Hotline at 1-866-562-5227 to find out what type of administrative tax relief is available.

For assistance in calculating any disaster loss, please call 1-800-829-3676 and order Publication 2194, Disaster Resource Guide for Individuals and Businesses. If you have access to the Internet you may log on to [www.irs.gov](http://www.irs.gov) and use the keyword "disaster" to view additional information.

### Aviso 1155

## Alivio de Desastre por parte del *IRS*

Si usted ha sido impactado por el reciente desastre en su área y no ha podido cumplir con sus obligaciones tributarias, el *IRS* podría ayudarle a extender el término para el pago y la presentación, y si califica, con un reembolso rápido del impuesto por las pérdidas fortuitas. Por favor llame a la Línea de Emergencia del *IRS* al 1-866-562-5227, para averiguar qué tipo de alivio administrativo tributario está disponible.

Para ayudarle a calcular cualquier pérdida fortuita, por favor llame al 1-800-829-3676, y ordene la Publicación 2194, Disaster Resource Guide for Individuals and Businesses (Guía de recursos en casos de desastres para personas y negocios), en inglés. Si usted tiene acceso al Internet conéctese con la página del *IRS* en [www.irs.gov](http://www.irs.gov), y use la palabra clave "desastre" (*disaster*), para ver la información adicional.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 02/07/18

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

**Purchase Order/Draft Payment Report #17-05(Penanhoat/Franz)**

---

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 11/22/2017 through 01/25/2018 for the 2017-2018 school year, for \$4,868,505.58.
2. A listing of Draft Payments issued 11/22/2017 through 01/25/2018 for the 2017-2018 school year, D7654-D7658 for the total amount of \$800.00.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-05 as submitted.

**ADDITIONAL MATERIAL(S):**

**Attached:** Purchase Order/Draft Payment Report #17-05 (19 Pages)

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00180	Marie Callender's	HR	Supp-Recruitment for school year supplies 2017/18	538.75
P18-02692	Ventura Co Office Of Education	Pupil Srvs	CONF	750.00
P18-02693	Ventura Co Office Of Education	Pupil Srvs	CONF	130.00
P18-02696	Factory Express	GRAPHICS	Materials and Supplies	423.46
P18-02700	CALIFORNIA CHILD DEVELOPMENT A DMINISTRATORS ASSOC	NFL	Memb	300.00
P18-02701	ADVANCED CLASSROOM TECHNOLOGIE S, INC	CURREN	matl/sup - instructional	230.50
P18-02702	Ventura Co Office Of Education	CURREN	conf- admin	200.00
P18-02703	CSU LONG BEACH	CURREN	serv - instructional	520.00
P18-02704	CALIFORNIA CHILD DEVELOPMENT A DMINISTRATORS ASSOC	NFL	Conf	375.00
P18-02705	MARRIOTT INTERNATIONAL, INC IR VINE MARRIOTT	NFL	Conf	387.00
P18-02706	Staples Direct	TRANSPORTATIO	SUPPLIES	46.84
P18-02707	Apple Computer Inc	DRIFFILL	SFTWR APPS-instructional	85.00
P18-02708	MobyMax, LLC	ELM	Online Subscription - Instructional	699.00
P18-02709	Repair Center LLC Tech Defende rs	IT	REPAIRS (1:1)	263.02
P18-02710	Renaissance Learning Inc	ELM	Online Subscription - Instructional	810.00
P18-02711	California School Boards Assoc	SUPERINTENDEN	CONF	35.00
P18-02712	MARIE GRACE GREGORIO-OVIEDO	ED SERVICES	MATL/ SUP	250.00
P18-02713	Ventura Co Office Of Education	HAYDOCK	CONF/ADMIN	150.00
P18-02714	VEX Robotics, Inc	ED SERVICES	MATL/SUP FRANK	737.72
P18-02715	Amazon Com	RISK MGMT	MATERIALS AND SUPPLIES	42.13
P18-02716	CDE FOUNDATION	ED SERVICES	MSAP CONF	690.00
P18-02717	Veritiv Operating Company	WAREHOUSE	Stores Supplies	986.96
P18-02718	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	85.26
P18-02721	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	463.80
P18-02730	GARDEN ACRES SANTA CLAUS SANTA TO THE SEA	SORIA	SERV (Instructional)	759.00
P18-02733	Sheraton Grand Sacramento	SORIA	CONF (Admin)	871.67
P18-02734	Smart And Final Iris Co	DRIFFILL	MATL/SUPP-parent participation	323.25
P18-02735	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	730.00
P18-02742	UNIV OF CALIF SANTA BARBARA RE GENT OF UNIV OF CALIFORNIA	HR	Recruit-	250.00
P18-02743	Petesehria, LLC PizzaMan Dan's	HR	Supp-	131.52
P18-02744	Smart And Final Iris Co	ASSESS ACCOUN	MATL	500.00
P18-02745	Varidesk, LLC	HR	Non cap Equpt	668.06
P18-02747	Ventura Co Star	BUSINESS	SERV	779.70
P18-02748	School Health Corporation	WAREHOUSE	Stores Supplies	465.48
P18-02750	Ventura Co Office Of Education	MCAULIFFE	CONF-Admin	30.00
P18-02751	Remo, Inc	MCAULIFFE	MATL/SUPL-Instructional	234.85
P18-02752	Greg & Steve Productions	MCAULIFFE	SERV-Instructional	510.00
P18-02753	Ventura Co Office Of Education	HR	Conf-	200.00
P18-02754	Jostens, Inc	ED SERVICES	MTLS	150.85

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 11

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02755	Home Depot Inc	MCAULIFFE	MATL/SUPL-Instructional	21.01
P18-02756	Southwest Airlines	HR	Conf-	395.96
P18-02757	Office Depot Bus Ser Div	PURCHASING	STORES	242.33
P18-02761	Fred Pryor Seminars	ED SERVICES	Conf	99.00
P18-02763	NATIONAL GEOGRAPHIC LEARNING	RITCHEN	MATL/SUP-Instructional	470.25
P18-02765	CASBO	PURCHASING	CONF	60.00
P18-02768	Ward's Science	ED SERVICES	MATL/SUP FRANK	343.48
P18-02769	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	277.74
P18-02771	Cal Lutheran University - CRLP	HR	SERV	200.00
P18-02772	Regents of UC Irvine	HR	SERV	300.00
P18-02773	CSU LONG BEACH	HR	SERV	250.00
P18-02774	Calif State University Dominguez Hills	HR	SERV	300.00
P18-02775	CSUN	HR	SERV	250.00
P18-02776	Wyche Oak Park Apts Inc DBA Hilton Garden Inn Oxnard	ED SERVICES	SERV MSAP	908.80
P18-02777	Amazon Com	SAN MIGUEL	MATL/SUPP (D Doyle)	150.00
P18-02779	Amazon Com	SAN MIGUEL	MATL/SUPP (T Toscano)	150.00
P18-02780	Ventura Co Office Of Education	RISK MGMT	TRAINING CONFERENCE	53.88
P18-02781	Blick Art Materials	ED SERVICES	MATL/SUP FRANK	909.98
P18-02784	Ventura Co Office Of Education	FRANK	Conf - Admin/Instruction	500.00
P18-02785	American Pizza	MARINA	MATL/SUPL-Parent participaton	300.00
P18-02786	Staples Direct	FRANK	MATL/SUP - INSTRUCTIONAL	172.39
P18-02787	Newegg Com	FRANK	MATL/SUP - INSTRUCTIONAL	18.43
P18-02788	Apperson Education Products	FRANK	MATL/SUP - INSTRUCTIONAL	284.33
P18-02791	Blick Art Materials	WAREHOUSE	STORES	109.26
P18-02792	Hawthorne Educational Servis	RAMONA	Mat/Sup - Instruction	62.50
P18-02794	Nasco	ED SERVICES	MATL/SUP FRANK	77.41
P18-02795	AC Supply Co	ED SERVICES	MATL/SUP Frank	800.04
P18-02796	Scholastic Inc	ED SERVICES	MATL/SUP FRANK	324.33
P18-02797	Really Good Stuff	ED SERVICES	MATL/SUP FRANK	570.67
P18-02798	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP FRANK	290.87
P18-02799	ADORAMA INC	ED SERVICES	MATL/SUP FRANK	297.30
P18-02800	Barnes And Noble	ED SERVICES	MATL/SUP FRANK	782.41
P18-02802	Taymark Anderson's	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	298.99
P18-02803	Crestline Company Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	778.99
P18-02805	Nasco	ED SERVICES	MATL/SUP FRANK	747.42
P18-02806	Innovative Learning Concepts	ED SERVICES	MATL/SUP FRANK	949.58
P18-02810	Gopher Sport	FRANK	MATL/SUP - INSTRUCTIONAL	386.90
P18-02811	CROWN AWARDS	FRANK	Mat/Sup - Instructional	935.00
P18-02812	ACSA	BUSINESS	CONF	199.00
P18-02814	Petroleum Telecom Inc DBA Telecom	MARINA	MATL/SUPL-Instructional	298.93
P18-02815	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	516.12
P18-02816	ACSA	BREKKE	Travel & Conf Admin	199.00
P18-02817	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction	25.37
P18-02818	KAPCO	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	741.39

\*\*\* 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 11

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02819	FOOTWORKS YOUTH BALLE	DRIFFILL	SERV-instructional	31.00
P18-02820	Ventura Co Office Of Education	LEMONWOOD	CONF/TRAVEL (ORC)	50.00
P18-02821	Jordanos Inc	CNS	equipment-044	754.85
P18-02823	Walmart	MCKINNA	Materials & Supplies -Instructional	53.88
P18-02824	Daniels Tire Service	WAREHOUSE	Repairs	739.55
P18-02825	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	887.32
P18-02826	Southern Calif Kindergarten Co nference Inc	MCKINNA	conf-instructional	792.00
P18-02828	Quill Corp	LEMONWOOD	MAT/ SUPPL (Instructional)	38.14
P18-02829	UNITED RECORDS MANAGEMENT	LEMONWOOD	SERV/INST	400.00
P18-02830	AG Designs 805	LEMONWOOD	Mat/Supl (Instructional)	327.39
P18-02831	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	53.88
P18-02832	Bamboo Pipeline, Inc	CURREN	mat/sup - instructional	681.12
P18-02835	JOHN Z. GARCIA dba/GAMEZ ON WH EELZ	LEMONWOOD	SERV	250.00
P18-02836	Cummins Allison Corp	CNS	maintenance agreement	212.96
P18-02837	Ventura Co Office Of Education	SIERRA LINDA	CONF	110.00
P18-02838	Walmart	Pupil Srvs	MATL/sup	100.00
P18-02839	Walmart	Pupil Srvs	MAT/SUP	100.00
P18-02840	Walmart	Pupil Srvs	MATL/SUP	200.00
P18-02841	Southern Calif Kindergarten Co nference Inc	KAMALA	CONFERENCE-INSTR	728.00
P18-02842	Jordanos Inc	CNS	supplies	329.33
P18-02843	CDW G	RAMONA	SOFTWARE - Instruction	151.21
P18-02845	IXL LEARNING, INC	Special Ed	online LICENSE	349.00
P18-02846	School Tech Supply	HR	Comp Equipt.	627.32
P18-02848	CDW G	Pupil Srvs	MATL/SUP	222.44
P18-02849	US School Supply Inc	HARRINGTON	Material and Supplies Instruction	623.05
P18-02852	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MARSHALL	MATL/SUP - Instruction	140.06
P18-02857	California School Nurses Org	Pupil Srvs	CONF	844.00
P18-02859	Amazon Com	DISTRICT OFFICE	MATLS	150.00
P18-02863	CABE	MARSHALL	CONF - Parent Participation	355.00
P18-02876	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	SORIA	CONF (Instructional/Admin/Parent)	975.00
P18-02877	Ventura Co Office Of Education	SORIA	CONF (Instructiona)	255.00
P18-02878	Rio Elementary School Distri	BUSINESS	SERV	268.70
P18-02882	BEST WESTERN PLUS LA MESA	RAMONA	CONF - Administration	287.88
P18-02883	Ventura Co Office Of Education	HR	Conf-	40.00
P18-02884	School Tech Supply	ASES	MTL/SUPL	143.22
P18-02885	Ventura Co Office Of Education	ASES	CONF	75.00
P18-02886	TOTALLY WIRELESS GPS INC	TRANSPORTATIO	INSTALLATION	793.34
P18-02887	BIOMETRICS4ALL, INC	HR	Maint-	960.00
P18-02888	Walmart	Pupil Srvs	MATL/SUP	100.00
P18-02889	Fresh & Fabulous Cafe-Bakery	HR	Supp-	296.73
P18-02894	School Serv Of Calif Inc	BUSINESS	CONF	215.00
P18-02895	Ventura Co Star	SUPERINTENDEN	SERV	208.88
P18-02896	Southwest Airlines	HR	Recruit-	131.96
P18-02900	Barnes And Noble	CURREN	bks - instructional	111.95

\*\*\* 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 3 of 11

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02901	Barnes And Noble	CURREN	bks-instructional	219.65
P18-02902	Holiday Inn Capitol Plaza	ED SERVICES	CONF	414.00
P18-02903	Tri County GATE Council Linda Calvin	ED SERVICES	MEMB	75.00
P18-02906	Scholastic Book Fairs	KAMALA	MATLS/ SUPL (INSTR)	500.00
P18-02907	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	92.18
P18-02911	CONTROLTEC INC	ED SERVICES	Maint	234.33
P18-02916	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	48.50
P18-02922	California Custom Shells	FACILITIES	Repair	48.48
P18-02923	TECHSMITH CORPORATION	IT	SERV (Camtasia Licenses)	202.80
P18-02937	Div Of The State Architect	FACILITIES	DSA Fees Ritchen	500.00
P18-02938	Div Of The State Architect	FACILITIES	DSA Fees Ramona	500.00
P18-02939	Div Of The State Architect	FACILITIES	DSA fees for Brekke	500.00
P18-02940	Div Of The State Architect	FACILITIES	DSA fees for McAuliffe	500.00
P18-02941	Div Of The State Architect	FACILITIES	DSA fees for Seabridge	500.00
P18-02943	Wyche Oak Park Apts Inc DBA Hi Iton Garden Inn Oxnard	ED SERVICES	MSAP CONF	590.00
P18-02944	Hyatt Regency Long Beach	ED SERVICES	CONF/TRAVEL	458.48
P18-02945	IHG MANAGEMENT (MARYLAND) LLC CROWNE PLAZA REDONDO BEACH	ED SERVICES	CONF	848.16
P18-02946	Carolina Biological Supply	ED SERVICES	MATL/SUP HAYDOCK	865.75
P18-02947	Blick Art Materials	ED SERVICES	MATL/SUP HYADOCK	658.62
P18-02948	Staples Direct	ED SERVICES	MATL/SUP Haydock	387.96
P18-02950	Blick Art Materials	ED SERVICES	MATL/SUP Frank	265.71
P18-02952	CDW G	IT	EQUIP (Tech TOSA Location)	822.19
P18-02953	Embassy Suites Hotel-Downey	ED SERVICES	CONF	684.69
P18-02954	RESIDENCE INN MARRIOTT ONTARIO	LEMONWOOD	TRAVEL/CONF	227.89
P18-02955	CASBO	BUDGET	Regist. Fee/Dir. Finance Mary Crandall Plasencia	45.00
P18-02960	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	86.19
P18-02961	Office Depot Bus Ser Div	RISK MGMT	MATERIALS AND SUPPLIES	47.85
P18-02962	Staples Direct	RISK MGMT	MATERIALS AND SUPPLOES	77.03
P18-02967	Uline	ERC	Matl/Sup	271.53
P18-02968	Vallarta	ED SERVICES	MATL/SUPL	300.00
P18-02969	Nasco	ED SERVICES	MATL/SUP Haydock	219.81
P18-02970	Oriental Trading Co Inc	ED SERVICES	MATL/SUP Haydock	174.33
P18-02971	Scholastic Inc	ED SERVICES	MATL/SUP Frank	60.45
P18-02972	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP Frank	455.76
P18-02973	Cerebellum Corporation	ED SERVICES	MATL/SUP Frank	538.27
P18-02974	Library Video Company	ED SERVICES	MATL/SUP Frank	587.63
P18-02975	B & H Foto & Electronics Corp	ED SERVICES	MATL/SUP Frank	528.22
P18-02976	ACP Direct	ED SERVICES	MATL/SUP FRANK	578.42
P18-02977	Nasco	ED SERVICES	MATL/SUP Frank	154.05
P18-02978	Ventura Co Office Of Education	ED SERVICES	CONF	400.00
P18-02979	KURT WILLIAM MASSEY DYNAMIC MO UNTING LLC	ED SERVICES	EQUIP	925.00
P18-02981	Committee For Children	CURREN	Online subscription - instructional	799.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 4 of 11



## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02982	The Tree House, Inc	ELM	Mat/Sup - Instructional	56.61
P18-02984	Ventura Co Office Of Education	HR	Conf-	40.00
P18-02985	Gold Coast Science Network	FRANK	Conf / Instructional	35.00
P18-02989	Read Naturally, Inc	KAMALA	online license-Instructional	690.00
P18-02991	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	CHAVEZ	TRAVEL AND CONFERENCE-instruction	75.00
P18-02992	Barnes And Noble	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	172.13
P18-02993	CASBO VTA/SB SUBSECTION	HR	Conf-	90.00
P18-02995	MJP Technologies, Inc	IT	EQUIP	458.68
P18-02996	MJP Technologies, Inc	IT	EQUIP (UPS / Chavez School)	116.05
P18-02997	MJP Technologies, Inc	IT	EQUIP ( UPS / CURREN SCHOOL)	742.05
P18-02998	MJP Technologies, Inc	IT	EQUIP (UPS / FRANK)	217.58
P18-02999	MJP Technologies, Inc	IT	EQUIP (UPS/ HAYDOCK)	130.53
P18-03000	MJP Technologies, Inc	IT	EQUIP (UPS / LW)	159.56
P18-03002	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Services	330.00
P18-03003	SOS Survival Products	RISK MGMT	Materials & Supplies	55.41
P18-03005	Aswell Trophy And Engraving	HR	Supp-	5.39
P18-03006	Digital River, Inc	HR	Supp-	129.99
P18-03008	STEMdelivered.org	HAYDOCK	CONF/INSTRUCTION	50.00
P18-03010	Food Safety Systems	CNS	other services	50.00
P18-03011	Hyatt Regency Albuquerque	HR	Travel/Conf	987.46
P18-03012	CSPCA	HR	Travel/Conf	400.00
P18-03013	WYNDHAM SAN DIEGO BAYSIDE	HR	Travel/Conf	986.57
P18-03014	Ventura Co Office Of Education	SORIA	CONF (Instructional/Admin/Social Work)	280.00
P18-03015	Endless Choices	SORIA	Mat/Sup (Instructional)	270.45
P18-03016	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	300.00
P18-03017	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	360.00
P18-03018	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	480.00
P18-03019	Petesehria, LLC PizzaMan Dan's	SORIA	MATL/SUP (Instructional/Parent)	500.00
P18-03020	Children's Museum of Santa Bar bara	SORIA	SERV (Instructional)	500.00
P18-03021	ACP Direct	HAYDOCK	MATERIAL/SUPLY-INSTRUCTION	711.42
P18-03022	Hilton Pasadena	KAMALA	Travel & Conf. - Instr	435.46
P18-03023	PROJECT LEAD THE WAY, INC	ED SERVICES	SERV FRANK	750.00
P18-03026	Office Depot Bus Ser Div	RISK MGMT	MATERIALS AND SUPPLIES	80.94
P18-03029	Raymond Geddes And Co Inc	SORIA	MATL/SUP (Instructional)	210.95
P18-03033	Dagan Sales And Marketing Inc	DRIFFILL	matl/supp-instructional	729.30
P18-03034	School Datebooks	HAYDOCK	MATL/SUPPLY-INSTRUCTION	340.32
P18-03036	ASCD	Pupil Svcs	MATL/SUP	368.27
P18-03037	CREATIVE SMARTS INC	ED SERVICES	CONF	245.00
P18-03038	School Specialty Inc	KAMALA	Materials & Supplies-Instructional	965.55
P18-03039	CAHPERD 1	FRANK	Conf/ Instructional	225.00
P18-03040	Marriott City Center	FRANK	CONF - INSTRUCTIONAL	518.28
P18-03044	School Tech Supply	Pupil Svcs	Equip	760.40
P18-03051	Black Gold Industries	TRANSPORTATIOI	SERVICES	500.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 5 of 11

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03052	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	250.00
P18-03053	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	250.00
P18-03054	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	158.50
P18-03055	Pro Ed	Special Ed	MATL/SUPL	461.58
P18-03056	CDW G	Special Ed	MATL/SUPL	205.03
P18-03057	Atkinson,Andelson,Loya Ruud & Romo	Special Ed	CONF (SUGDEN)	460.00
P18-03058	Pearson	Special Ed	MATL/SUPL	837.74
P18-03059	Pearson	Special Ed	MATL/SUPL	215.50
P18-03060	Monster Technology LLC	LEMONWOOD	MATL/SUPP - School Admin	918.03
P18-03061	UC Regents Billing & Payment	HR	Supp-	66.14
P18-03062	Ventura Co Office Of Education	HR	Conf-	125.00
P18-03068	Ventura Co Overhead Door Co	WAREHOUSE	Repairs	404.06
P18-03069	Douglas Needham dba Ventura La minating	GRAPHICS	Materials and Supplies	48.10
P18-03071	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	539.29
P18-03072	Sams Club 6455	FRANK	MATL/SUP - INSTRUCTIONAL	431.00
P18-03077	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	913.67
P18-03078	Walmart	SORIA	MATL/SUP (Admin)	250.00
P18-03079	Ventura Co Office Of Education	MCAULIFFE	Mat/Supl-Instructional	225.00
P18-03080	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	112.60
P18-03081	Amazon Com	SORIA	MATL/SUP (Instructional)	253.12
P18-03082	School Life, div of ImageStuff	MCAULIFFE	MAT/SUPL-Instructional	127.59
P18-03083	GOBULK.COM	LEMONWOOD	MAT/SUPP (Instructional)	467.27
P18-03084	Lakeshore Learning Materials-V	ED SERVICES	Materials	318.84
P18-03085	CONTROLTEC INC	ED SERVICES	Invoice	234.33
P18-03086	Department Of Social Services	ED SERVICES	Service	363.00
P18-03087	Perma Bound Books	SORIA	BKS (Instructional)	576.03
P18-03088	Amazon Com	SORIA	BKS (Instructional)	318.62
P18-03089	Cal Lutheran University - CRLP	FRANK	CONF - INSTRUCTIONAL	350.00
P18-03090	American Pizza	MARINA	MATL/SUPL-Parent Participation	300.00
P18-03092	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admn	83.26
P18-03093	Uline	ERC	Mat/Sup	584.02
P18-03094	Office Depot Bus Ser Div	SORIA	MATL/SUP (Instructional)	500.00
P18-03095	Sheraton Pasadena Hotel	MCKINNA	conf-instructional	206.21
P18-03096	Pioneer Chemical Co	WAREHOUSE	Store Supplies	416.35
P18-03097	CSEA Member Benefits	HR	Conf-	218.00
P18-03098	Ventura Co Business Machines	HR	Repairs	85.00
P18-03099	Fresh & Fabulous Cafe-Bakery	SUPERINTENDEN	SUP	200.00
P18-03100	Ventura Co Sch Bds Assn Attn: Stephrn Blum, Treasurer	SUPERINTENDEN	CONF	40.00
P18-03101	CABE	SUPERINTENDEN	CONF	545.00
P18-03104	CDW G	RITCHEN	SERV-ADMIN	151.21
P18-03111	Children's Museum of Santa Barbara	BREKKE	Entrance Fee/ Instructional	400.00
P18-03112	Chumash Indian Museum	BREKKE	Entrance Fee/ Instructional	656.00
P18-03115	Petesehria, LLC PizzaMan Dan's	FREMONT	Mat/Sup-Instructional	162.51
P18-03116	Sacramento Co Office Of Ed	ED SERVICES	CONF	300.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 6 of 11

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03117	CLMS c/o CA League of Schools	FREMONT	TRV/CONF-INSTRUCTIONAL	309.00
P18-03119	Californians Together	ED SERVICES	mtls	180.00
P18-03120	Handwriting Without Tears	MCAULIFFE	MATL/SUPL-Instructional	42.99
P18-03121	Handwriting Without Tears	MCAULIFFE	MATL/SUPL-Instructional	711.15
P18-03123	UNITED RECORDS MANAGEMENT	MCAULIFFE	SERV-Instructional	300.00
P18-03124	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	8.62
P18-03125	Ventura Co Office Of Education	ED SERVICES	CONF	60.00
P18-03126	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	534.44
P18-03129	SWRCB/SW Fees	FACILITIES	Fees	652.00
P18-03130	SWRCB/SW Fees	FACILITIES	Fees	568.00
P18-03131	Ventura Co Star	PURCHASING	SERV/ LEGAL AD	173.94
P18-03132	Ventura Co Office Of Education	MARSHALL	CONF - Instruction	125.00
P18-03133	CONSCIOUS TEACHING LLC	RAMONA	Mat/Sup - Instruction	763.91
P18-03134	El Pollo Norteno Inc	RISK MGMT	Materials &	300.00
P18-03136	Lakeshore Learning Materials-V	NFL	Mat/Sup	782.95
P18-03137	Lakeshore Learning Materials-V	KAMALA	Materials & Supplies-Instructional	290.86
P18-03138	CONTROLTEC INC	NFL	Maint	234.33
P18-03139	CalSPRA	SUPERINTENDEN	CONF	289.00
P18-03143	Monterey Marriott	FREMONT	TRAVEL/CONF - INSTRUCTIONAL	436.31
P18-03144	Grainger Inc	ERC	Mat/Sup	129.72
P18-03145	Petroleum Telcom Inc DBA Telec om	TRANSPORTATIO	SERVICE	750.00
P18-03146	Petroleum Telcom Inc DBA Telec om	TRANSPORTATIO	REPAIR	429.11
P18-03147	Ricoh Usa, Inc	PURCHASING	SERV	735.00
P18-03149	Ventura Co Office Of Education	SORIA	CONF (Instructiona)	125.00
P18-03150	NETWORK CRAZE TECHNOLOGIES INC	RITCHEN	MATL/SUP-Instructional	123.91
P18-03151	ADVANCED CLASSROOM TECHNOLOGIE S, INC	RITCHEN	MATL/SUP-Instructional	80.04
P18-03152	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	100.00
P18-03154	Southwest Airlines	ED SERVICES	CONF	117.96
P18-03155	Southwest Airlines	SUPERINTENDEN	CONF	212.97
P18-03156	DELTA EDUCATION	KAMALA	Materials & Supplies-Inst	130.76
P18-03157	Ventura Co Office Of Education	CURREN	conf- instructional	750.00
P18-03158	Ventura Co Office Of Education	FRANK	CONF - Inatructional	500.00
P18-03159	Tom Rey Garcia dba/ Tomas Cafe & Gallery	RISK MGMT	Materials & Supplies	250.00
P18-03160	Nasco	ED SERVICES	MATL/SUP FRANK	929.87
P18-03161	Scholastic Inc	ED SERVICES	MATL/SUP (Frank)	325.84
P18-03162	ACP Direct	ED SERVICES	MATL/SUP (FRANK)	384.23
P18-03163	Nasco	ED SERVICES	MATL/SUP Frank	893.89
P18-03164	ACP Direct	ED SERVICES	MATL/SUP (FRANK)	578.42
P18-03165	Scholastic Inc	ED SERVICES	MATL/SUP Frank	226.28
P18-03166	ADORAMA INC	ED SERVICES	MATL/SUP Frank	604.21
P18-03167	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP Frank	383.41
P18-03168	Barnes And Noble	ED SERVICES	MATL/Sup Frank	547.63
P18-03169	Ward's Science	ED SERVICES	MATL/SUP Frank	138.46

\*\*\* 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 7 of 11

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03170	Scholastic Inc	ED SERVICES	MATL/SUP Frank	149.77
P18-03171	Carolina Biological Supply	ED SERVICES	MATL/SUP Frank	487.03
P18-03172	Nasco	ED SERVICES	MATL/SUP Frank	971.18
P18-03173	ASI ASSOCIATES, INC ARBOR SCIENTIFIC	ED SERVICES	MATL/SUP Frank	308.06
P18-03174	Flinn Scientific Inc	ED SERVICES	MATL/SUP Frank	275.43
P18-03175	Educational Innovations	ED SERVICES	MATL/SUP Frank	23.60
P18-03177	Embassy Suites Anaheim North	MCKINNA	conf-Instructional	252.29
P18-03178	Amazon Com	DRIFFILL	MATL/SUPP-instructional	77.24
P18-03179	Walmart	MCKINNA	matl/sup-instructional	100.00
P18-03180	Lifetouch	DRIFFILL	MATL/SUPP-instructional	750.00
P18-03181	Ventura Co Office Of Education	ED SERVICES	CONF	255.00
P18-03184	Aswell Trophy And Engraving	SAN MIGUEL	MATL/SUPP	200.00
P18-03185	A-1 TRUCK & EQUIPMENT INC	WAREHOUSE	repairs	808.13
P18-03186	California School Boards Assoc	SUPERINTENDEN	Registration	384.00
P18-03187	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	504.65
P18-03188	School Tech Supply	NFL	Mat/Sup	102.46
P18-03191	Sheraton Park Hotel Anaheim	SUPERINTENDEN	Travel	233.43
P18-03192	CDW G	ED SERVICES	Materials	996.69
P18-03193	SurveyMonkey, Inc	IT	SERV (Renewal- SurveyMonkey-ITS)	360.00
P18-03194	IO EDUCATION LLC	IT	CONF (Vicky ~ IO EXPO)	249.00
P18-03195	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP (Frank)	104.39
P18-03196	Home Depot Inc	ED SERVICES	MATL/SUP (Haydock)	645.21
P18-03197	Best Western Pepper Tree Inn	IT	CONF (Valerie - CASBO)	496.42
P18-03198	Office Depot Bus Ser Div	SORIA	MATL/SUP (Instructional)	500.00
P18-03199	Doubletree Hotel Ontario	IT	CONF (Vicky/IO Education)	339.72
P18-03201	Ventura Co Star	IT	SERV/LEGAL AD	115.96
P18-03207	Apple Computer Inc	ED SERVICES	SERV	200.00
P18-03209	Palos Sports Inc	CURREN	matl/sup - instructional	447.29
P18-03210	Sheraton Grand Sacramento	ED SERVICES	CONF	371.26
P18-03215	Blick Art Materials	FRANK	MATL/SUP - INSTRUCTIONAL	57.74
P18-03220	Santa Barbara Museum of Natural History	KAMALA	SERVICES-INST.	100.00
P18-03223	Children's Museum of Santa Barbara	CHAVEZ	SERVICES-INSTRUCTIONAL	525.00
P18-03224	Children's Museum of Santa Barbara	ROSE	PROFESSIONAL/CO - INSTRUCTIONAL	375.00
P18-03225	Children's Museum of Santa Barbara	ROSE	PROFESSIONAL/CO - INSTRUCTIONAL	315.00
P18-03227	Living Justice Press	Pupil Srvs	MATL/SUP	53.93
P18-03228	Ventura Co Office Of Education	Pupil Srvs	CONF	65.00
P18-03229	CASBO	Pupil Srvs	CONF	305.00
P18-03230	Lakeshore Learning Materials-V	MCKINNA	matl/sup-ionstrucitonal	100.00
P18-03231	Sams Club 6455	MCKINNA	MAT/SUP-INSTRUCTIONAL	50.00
P18-03234	Siblings Bakery	RISK MGMT	Materials & Supplies	800.00
P18-03236	Oriental Trading Co Inc	MCKINNA	matl/sup-instructional	50.61
P18-03238	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	109.86
P18-03239	Office Depot Bus Ser Div	KAMALA	MATERIALS & SUPPLIES-INST	74.56
P18-03241	Sams Club 6455	WAREHOUSE	Stores Supplies	295.94

\*\*\* 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 8 of 11

**Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-03249	IO EDUCATION LLC	BREKKE	Trav/Conf-Instructional	249.00	
P18-03250	IO EDUCATION LLC	FRANK	CONFERENCE - INSTRUCTIONAL	498.00	
P18-03251	The Cliffs Resort	Special Ed	CONF (ACC-SUGDEN)	720.30	
P18-03252	CDW G	Special Ed	MATL (S. LOPEZ)	47.97	
P18-03253	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUP (T. Toscano)	46.00	
P18-03254	Oriental Trading Co Inc	CURREN	matl/sup - instructional	76.46	
P18-03255	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	354.44	
P18-03256	CDW G	SAN MIGUEL	MATL/SUPP (iPads for staff)	398.68	
P18-03258	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction	863.69	
P18-03259	SUMMIT PROFESSIONAL ED, LLC	SAN MIGUEL	CONF (Northrup and Rodriguez)	439.98	
P18-03260	Public Sector Excellence	SAN MIGUEL	CONF (M Truax)	155.00	
P18-03262	Public Sector Excellence	Special Ed	CONF (Madden)	155.00	
P18-03263	Public Sector Excellence	Special Ed	CONF (K.HAIDET)	155.00	
P18-03264	Good-Lite	Special Ed	MATL/SUP	342.65	
P18-03266	Amazon Com	CURREN	matl/sup - instructional	250.00	
P18-03267	Amazon Com	CURREN	matl/sup - instructional	100.00	
P18-03268	Doubletree Hotel Modesto	FRANK	Conf - Instructional	679.44	
P18-03269	Dovetail Learning Inc	MCKINNA	MATL/SUP-INSTRUCTIONAL	509.86	
P18-03270	ACSA	Special Ed	CONF( Madden-ECC)	425.00	
P18-03274	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MARINA	MAT/SUPL-Instructional	317.86	
P18-03275	Petroleum Telcom Inc DBA Telecom	RAMONA	Mat/Sup - Admin	588.32	
P18-03277	Calif State University Dominguez Hills	HR	Recruit-	275.00	
P18-03279	QUALITY LOGO PRODUCTS, INC	HR	Supp-	248.72	
P18-03280	CSEA Member Benefits	HR	Serv-	109.00	
P18-03282	Southwest Airlines	ED SERVICES	CONF	255.94	
P18-03283	School Nurse Supply Co	MARINA	MATL/SUPL-Instructional	15.03	
P18-03285	CSPCA Vista Unified School District	HR	Conf-	862.00	
P18-03286	Printech	MARINA	MATL/SUPL-Instructional	473.37	
P18-03287	Department Of Social Services	NFL	SERV	242.00	
P18-03288	Thomson West	HR	Supp-	77.58	
P18-03291	Veritiv Operating Company	FACILITIES	Materials and Supplies	452.55	
P18-03294	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	60.00	
P18-03295	Lakeshore Learning Materials-V	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	96.94	
P18-03297	Ventura Co Office Of Education	HAYDOCK	CONFERENCE/ADMIN	100.00	
P18-03304	Scholastic Inc	HAYDOCK	MATL-SUPPLY-INSTRUCTION	161.63	
P18-03305	CDW G	RISK MGMT	COMPUTER LICENSE SOFTWARE	162.93	
<b>Total Number of POs</b>			<b>379</b>	<b>Total</b>	<b>134,807.32</b>

**Fund Recap**

Fund	Description	PO Count	Amount
------	-------------	----------	--------

\*\*\* 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 11/22/2017 - 01/25/2018 \*\*\*

**Fund Recap**

<b>Fund</b>	<b>Description</b>	<b>PO Count</b>	<b>Amount</b>
010	GENERAL FUND	351	124,344.74
120	CHILD DEVELOPMENT FUND	10	2,791.29
130	CAFETERIA FUND	4	1,347.14
213	BOND FUND MEASURE R 2012	2	1,220.00
214	BOND FUND MEASURE D 2016	6	3,279.70
251	DEVELOPER FEES	6	1,824.45
<b>Total Fiscal Year 2018</b>			<b>134,807.32</b>
<b>Total</b>			<b>134,807.32</b>

\*\*\* 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 10 of 11

Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-00030	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-00219	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-00263	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-
P18-00540	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-00595	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-00724	6,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	82.93
P18-00925	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-01100	4,772.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	914.97
P18-01141	3,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-01232	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	177.00
P18-01745	400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P18-01776	525.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	225.00
P18-01921	400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	201.87
P18-02580	1,525.42	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	217.92-
P18-02615	57.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	18.06
P18-02620	4,920.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	135.00
P18-02623	990.04	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	1,719.87-
P18-02858	3,215.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	240.00
P18-03048	6,920.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	430.00-
P18-03189	33,034.40	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	470.40
P18-03316	70.04	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	70.04
<b>Total PO Changes</b>				<b><u>1,967.48</u></b>

Information is further limited to: (Maximum Amount = 999.99)

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 11 of 11

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
NP18-00036	Gold Star Foods	CNS	stores	28,298.10
NP18-00037	P And R Paper Supply Co	CNS	stores	5,669.89
NP18-00038	Gold Star Foods	CNS	stores	21,875.20
NP18-00039	P And R Paper Supply Co	CNS	stores	4,942.91
NP18-00040	Gold Star Foods	CNS	stores	10,666.47
NP18-00041	P And R Paper Supply Co	CNS	stores	6,822.85
NP18-00042	Gold Star Foods	CNS	stores	27,592.99
NP18-00043	Gold Star Foods	CNS	stores	38,585.89
NP18-00044	P And R Paper Supply Co	CNS	stores	4,047.59
NP18-00045	P And R Paper Supply Co	CNS	stores	3,671.29
NP18-00046	Gold Star Foods	CNS	stores	27,379.90
P18-02198	AGUA CALIENTE CASINO & RESORT	HARRINGTON	TRAVEL & CONFERENCE INSTRUCTION/ADMIN/LAB TECH	1,663.74
P18-02496	Garcia Hernandez Sawhney, LL P	BUSINESS	SERV	800,000.00
P18-02686	Learning Rights Law Center Client Trust Account	BUSINESS	SERV-attorney fees	2,000.00
P18-02687	CONSCIOUS TEACHING LLC	SORIA	BKS (Instructional)	2,338.73
P18-02688	Lakeshore Learning Materials	ED SERVICES	MTLS	1,307.37
P18-02689	El Pollo Loco	ED SERVICES	MATL/SUPL	1,500.00
P18-02690	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - ADMIN (CAPS NETWORK)	1,200.00
P18-02691	Lakeshore Learning Materials	ED SERVICES	MTLS	2,610.14
P18-02694	California Lutheran University	ELM	Conf - Instructional	2,000.00
P18-02695	Endless Choices	ASES	MTRL/SUPL	5,000.00
P18-02697	360 Degree Customer, Inc	Special Ed	SERV (RUTZ)	100,800.00
P18-02698	Dell Direct Sales Lp	Special Ed	EQUIPT-OFFICE	9,126.43
P18-02699	Maxim Staffing Solutions	Pupil Svcs	SERV	11,433.60
P18-02719	ACSA	BUSINESS	CONF	1,855.00
P18-02720	School Specialty Inc	CURREN	matl/sup - instructional	5,070.22
P18-02722	World Wide Imaging Supplies	SORIA	COMP SUP (Instructional)	1,603.32
P18-02723	Evolving Solutions, LLC	IT	REPAIRS (1:1 iPads)	22,840.00
P18-02724	Brainpop Com LLC	RITCHEN	Software-Instructional	2,395.00
P18-02725	CDW G	IT	EQUIP (Tom/Juniper)	10,865.51
P18-02726	N2Y	Special Ed	SOFTWARE (SPEECH)	2,073.75
P18-02727	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1 iPads)	11,403.08
P18-02728	IHG MANAGEMENT (MARYLAND) LLC CROWNE PLAZA REDONDO BEACH	BUSINESS	CONF	2,756.52
P18-02729	Surfscore, Inc	MCKINNA	subscription- instructional	1,500.00
P18-02731	VIOLA INC.	FACILITIES	BOND/BLDG/BRE KDG PROJECT	5,288.00
P18-02732	VIOLA INC.	FACILITIES	BOND/BLDG/MCA KDG PROJECT	5,288.00
P18-02736	VIOLA INC.	FACILITIES	BOND/BLDG/RAM KDG PROJECT	5,288.00
P18-02737	Dell Direct Sales Lp	ED SERVICES	EQUIP	1,078.58
P18-02738	Dell Direct Sales Lp	HAYDOCK	COMPUTER/EQUIP-INSTRUCTION	15,900.56
P18-02739	VIOLA INC.	FACILITIES	BOND/BLDG/RIT KDG PROJECT	5,288.00
P18-02740	CDW G	HR	Comp/Equip	1,418.22
P18-02741	iDesign Solutions	ED SERVICES	MATL/SUP Frank	24,865.46
P18-02746	Vida Newspaper	BUSINESS	SERV	1,265.63
P18-02749	Office Depot Bus Ser Div	ASSESS ACCOUNT	MATL/SUP	1,000.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 8



## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02758	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,318.54
P18-02759	EMPIRE THERAPEUTIC & CREATIVE SERVICES	Special Ed	SERV	60,000.00
P18-02760	School Tech Supply	BREKKE	Computer Equip-Admin	2,134.57
P18-02762	Perma Bound Books	ED SERVICES	MTLS	2,498.98
P18-02764	Los Angeles Freightliner	TRANSPORTATIO	REPAIRS	5,000.00
P18-02766	Markertek Video Supply	IT	EQUIP/(BOARD ROOM EQUIPMENT)	1,233.10
P18-02767	Baymont Inn & Suites	RAMONA	Travel and Conference - Instruction	1,500.32
P18-02770	Poms & Associates Insurance B	RISK MGMT	Professional	1,500.00
P18-02778	Sports Facilities Group, Inc	FACILITIES	Repairs	10,985.00
P18-02782	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,850.12
P18-02783	Vallarta	ED SERVICES	MATL	5,000.00
P18-02789	CASBO	BUSINESS	CONF	3,060.00
P18-02790	Magnet Schools of America	ED SERVICES	MSAP SERV	3,500.00
P18-02793	Learning Without Tears	RAMONA	SOFTWARE - Instruction	3,775.00
P18-02801	TRI-COUNTY OFFICE FURNITURE	Special Ed	EQUIP	4,139.84
P18-02804	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,580.37
P18-02807	Orbiter Inc	ED SERVICES	MATL/SUP FRANK	7,617.08
P18-02808	Extreme Clean	WAREHOUSE	Stores Supplies	2,424.38
P18-02809	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,075.91
P18-02813	MCGRAW HILL EDUCATION, INC	ERC	TextBk	26,395.44
P18-02822	SiteOne Landscape Supply, LLC	FACILITIES	repairs	5,557.48
P18-02827	Food Safety Systems	CNS	other services	2,700.00
P18-02833	TLC, PLUS	Special Ed	SVCS/SPEC ED (AH112906)	4,240.80
P18-02834	School Tech Supply	HARRINGTON	MATL/SUP	1,627.03
P18-02844	Apple Computer Inc	HAYDOCK	COMPUTER EQUIP-INSTRUCTION	6,643.36
P18-02847	CPI	Pupil Srvs	MAT/SUP	2,402.10
P18-02850	Passageway School Inc	Special Ed	SERV (BE030604)	33,915.78
P18-02851	FoodCorp Inc	CNS	other services	7,500.00
P18-02853	Extreme Clean	WAREHOUSE	Stores Supplies	5,083.11
P18-02854	LABSOURCE, INC	WAREHOUSE	Stores Supplies	1,256.25
P18-02855	Veritiv Operating Company	WAREHOUSE	Stores Supplies	13,191.84
P18-02856	Historic Mission Inn	Pupil Srvs	CONF	1,120.64
P18-02858	Criterion Environmental Inc	FACILITIES	Prof Service	3,215.00
P18-02860	CN School & Office Sol, Inc Cu Iver-Newlin	FRANK	EQUIP/DESKS (BACK OFFICE SECRETARIES)	12,489.71
P18-02861	River Ridge Golf Club	LEMONWOOD	SERV (Instruction)	2,294.00
P18-02862	Monster Technology LLC	MCKINNA	Materials & Supplies-Instructional	1,541.90
P18-02864	It's Design	SORIA	MATL/SUP (Instructional)	4,000.00
P18-02865	FRANCIS R. EATWELL EATWELL CON SULTING, LLC	FACILITIES	Prof Service	1,260.00
P18-02866	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,436.82
P18-02867	Ventura Co Office Of Education	Pupil Srvs	CONF	2,660.00
P18-02868	School Tech Supply	TRANSPORTATIO	EQUIPMENT	1,520.80
P18-02869	RONALD RITCHHART	ED SERVICES	MSAP/SERV	30,000.00
P18-02870	Focus On The Masters	HARRINGTON	T1/SERV	7,000.00
P18-02871	EI Centrito Family Learning Ce nters	CHAVEZ	T3/SERV	2,150.00
P18-02872	COAST 2 COAST COACHING INC	HARRINGTON	T1/SERV	13,320.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2 of 8

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02873	NOLTE ASSOCIATES INC	FACILITIES	BLDG/DEF MAINT (CURREN P2P PROJECT INSP)	6,375.00
P18-02874	NEW DAWN COUNSELING & CONS INC	Special Ed	SERV	60,000.00
P18-02875	SOCAL PSYCHOLOGY CENTER DR. AG NESA PAPAZYAN	Special Ed	SERV	30,000.00
P18-02879	CORNELIUS MIETUS	Special Ed	SERV	20,000.00
P18-02880	Inclusive Education & Community Partnership	Special Ed	SERV	60,000.00
P18-02881	DAVID GREGORY DBA/G&D ASSOC	ED SERVICES	MSAP/SERV	59,750.00
P18-02890	School Serv Of Calif Inc	BUSINESS	SERV	3,860.00
P18-02891	Ventura Co Office Of Education	SORIA	CONF (Admin)	1,200.00
P18-02892	Cabo Seafood Grill And Cantina	ED SERVICES	MATL/SUPL	1,500.00
P18-02893	Grainger Inc	TRANSPORTATION	SUPPLIES	1,500.00
P18-02897	Casa Pacifica	Special Ed	SERV (GDB040408)	49,009.50
P18-02898	Assistance League School	Special Ed	SERV (VL102413)	7,650.00
P18-02899	CABE	ENGLISH LEARNING	LCFF/SERV	22,000.00
P18-02904	World's Finest Chocolate, Inc	MARSHALL	MATL/SUP - Instruction	3,030.00
P18-02905	Spinitar	FREMONT	MAT/SUP INSTRUCTION	1,035.98
P18-02908	CONSTRUCTION TESTING & ENG	FACILITIES	DEF MAINT ONE-TIME/(CNG BUS REPAIR FACILITY PROJ)	9,900.00
P18-02909	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/CEQA SERVICES (KDG FLEX PROJ)	10,700.00
P18-02910	BUCK INSTITUTE FOR EDUCATION	ED SERVICES	MSAP/SERV	14,500.00
P18-02912	World's Finest Chocolate, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,860.00
P18-02913	Hillyard Inc	WAREHOUSE	Stores Supplies	5,180.13
P18-02914	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,208.96
P18-02915	Gopher Sport	LEMONWOOD	BOND/MTLS-SUPL (PE SUPPLIES)	11,756.95
P18-02917	Flinn Scientific Inc	LEMONWOOD	BOND/MATL-SUP (SCIENCE)	2,277.29
P18-02918	Pitsco Inc	LEMONWOOD	BOND/MATL-SUP (SCIENCE)	1,584.09
P18-02919	Frey Scientific	LEMONWOOD	BOND/MATL-SUP (SCIENCE)	2,296.53
P18-02920	Nasco	LEMONWOOD	BOND/MATL-SUP (SCIENCE)	3,872.22
P18-02921	School Tech Supply	Special Ed	EQUIP(SUGDEN)	1,825.90
P18-02924	Evolving Solutions, LLC	IT	REPAIRS (1:1 iPads)	10,140.00
P18-02925	Staples Direct	TRANSPORTATION	SUPPLIES	1,305.89
P18-02926	Southwest School & Office Supply	WAREHOUSE	Stores Supplies	4,655.19
P18-02927	ADVANCED CLASSROOM TECHNOLOGIES, INC	WAREHOUSE	Stores Supplies	1,280.07
P18-02928	CN School & Office Sol, Inc Cuyler-Newlin	LEMONWOOD	BOND/EQUIP (SCIENCE ROOM STORAGE)	35,001.46
P18-02929	CN School & Office Sol, Inc Cuyler-Newlin	LEMONWOOD	BOND/EQUIP (SCIENCE ROOM STORAGE)	7,800.02
P18-02930	Witherspoon Ent Inc DBA Port Authority	FREMONT	RENT/LEASE	1,400.00
P18-02931	Ward's Science	LEMONWOOD	BOND/MATL-SUP (SCIENCE)	4,266.52
P18-02932	Div Of The State Architect	FACILITIES	DSA Fees Brekke Kinder Flex	22,150.00
P18-02933	Div Of The State Architect	FACILITIES	DSA fees for McAuliffe Kinder Flex	22,150.00
P18-02934	Div Of The State Architect	FACILITIES	DSA fees for Ramona Kinder Flex	22,150.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 3 of 8

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-02935	Div Of The State Architect	FACILITIES	DSA fees for Ritchen Kinder Flex	22,150.00
P18-02936	Div Of The State Architect	FACILITIES	DSA fees for Seabridge	264,750.00
P18-02942	United Airlines, Inc	ED SERVICES	CONF	1,021.60
P18-02949	Grainger Inc	IT	MATL/SUP	1,053.26
P18-02951	PBS FOODS, LLC PANERA BREAD CA FE	ED SERVICES	MATL/SUPL	2,500.00
P18-02956	SHI INTERNATIONAL CORP	IT	SERVICE	94,723.10
P18-02957	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/MCK-CEQA COMPLIANCE SVCS	2,967.00
P18-02958	TETRA TECH INC	FACILITIES	BOND/BLDG/ROSE AVE-CEQA/DTSC SVCS	3,200.00
P18-02959	Ventura Co Star	PURCHASING	SVC/LEGAL AD (HARRINGTON ECDC-REBID)	1,460.28
P18-02963	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Matl/Sup	1,385.92
P18-02964	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	5,000.00
P18-02965	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	6,800.00
P18-02966	MANUEL & CLEOPATRA LUPIAN	BUSINESS	REIMB	3,500.00
P18-02980	AMERICAN AIRLINES	ED SERVICES	CONF	1,430.78
P18-02983	POWER PROMOTIONS, INC	HR	Supp-	1,247.95
P18-02986	Apple Computer Inc	IT	MATL/SUP (1:1 Refresh)	418,824.25
P18-02987	Dell Direct Sales Lp	ED SERVICES	Dell Laptop for Ms. Noemi	1,303.78
P18-02990	ADVANCED CLASSROOM TECHNOLOGIE S, INC	ED SERVICES	EQUIP	4,845.52
P18-02994	Reliable Floor Covering Co	FACILITIES	Prof Service	3,114.00
P18-03001	CDW G	IT	MATL/SUP (1:1 Refresh)	51,827.75
P18-03004	Willdan Financial Services	BUSINESS	SERV	3,000.00
P18-03007	Santa Barbara Zoo	MCAULIFFE	SERV-Instructional	1,080.00
P18-03009	Living Justice Press	Pupil Srvs	MATL/SUP	4,825.50
P18-03024	Lightning Ridge Screen	SORIA	Matl/Sup (Instructional)	2,285.47
P18-03025	EJ Harrison & Sons Inc	PURCHASING	UTIL (DIST WIDE TRASH PU)	220,000.00
P18-03027	Ventura Co Office Of Education	SORIA	CONF (Parent/Admin/Social Work/Instructional)	1,120.00
P18-03028	Amazon Com	SORIA	EQUIP/Matl Sup (Instructional)	9,636.58
P18-03030	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instruction)	3,862.57
P18-03031	Lifetouch	LEMONWOOD	MATT/SUPP - Instruction	1,524.32
P18-03032	CDW G	RISK MGMT	Equipment	1,497.73
P18-03035	School Employers Assoc Of Ca	HR	Memb-	2,348.00
P18-03041	Frontrow Calypso, LLC	LEMONWOOD	BOND/SERV (LEM-INSTALL AV BOXES)	7,500.00
P18-03042	Intelliccept	FACILITIES	Materials and Supplies	1,698.14
P18-03043	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	FACILITIES	Prof Service Fee	2,400.00
P18-03045	Ventura Co Office Of Education	Pupil Srvs	CONF	5,350.00
P18-03046	Coast To Coast Computer Prod	FRANK	MATL/SUP - INSTRUCTIONAL	7,557.29
P18-03047	The Product Connection	IT	MATL/SUP (iPad Pouches 1:1)	34,830.00
P18-03048	CABE	ED SERVICES	CONF/TRAVEL	6,920.00
P18-03049	MJP Technologies, Inc	LEMONWOOD	BOND/EQUIP-SUPPLIES (LEM-WIRELESS ACCESS POINTS)	46,157.95
P18-03050	NABE	HR	Recruit	1,665.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 4 of 8

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03063	School Tech Supply	LEMONWOOD	BOND/MATL-SUP (LEM F&E)	1,480.22
P18-03064	Pearson	Special Ed	MATL/SUPL	1,630.26
P18-03065	Pearson	Special Ed	MATL/SUPL	1,608.04
P18-03066	Houghton Mifflin Harcourt	Special Ed	MATL/SUPL	3,525.64
P18-03067	WPS	Special Ed	MATL/SUPL	2,881.17
P18-03070	Amazon Com	HARRINGTON	Materials & supplies-Instruction	1,800.00
P18-03073	Maxim Staffing Solutions	Pupil Svcs	SERV	30,000.00
P18-03074	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	3,285.61
P18-03075	Ventura Co Office Of Education	HR	Prof/Consult	6,000.00
P18-03076	Cal Coast Machinery Inc	TRANSPORTATIO	SUPPLIES	5,000.00
P18-03091	Office Depot Bus Ser Div	DRIFFILL	MATL/SUPP-instructional	2,422.13
P18-03102	P And R Paper Supply Co	CNS	supplies	1,606.80
P18-03103	Pearson Education	MARINA	MATL/SUPL-Instructional	1,686.29
P18-03105	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,939.50
P18-03106	World's Finest Chocolate, Inc	MARSHALL	MATL/SUP - Instruction	3,030.00
P18-03107	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,028.57
P18-03108	CDW G	LEMONWOOD	BOND/EQUIP	22,162.02
P18-03109	School Tech Supply	MCAULIFFE	Matl-Sup-Instructional	5,726.91
P18-03110	Pearson	Special Ed	software	3,960.00
P18-03113	School Tech Supply	CURREN	matl/sup - instructional	1,346.61
P18-03114	CAG	FREMONT	TRAV/CONF-INSTRUCTIONAL	1,140.00
P18-03118	CASBO	IT	CONF (Valerie - CASBO)	1,166.67
P18-03122	Character Counts!	MCAULIFFE	MATL/SUPL-Instructional	1,098.97
P18-03127	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,396.44
P18-03128	Corona Innovation Solutions	TRANSPORTATIO	SUPPLIES/Installation	12,727.40
P18-03135	Ventura Co Office Of Education	ASSESS ACCOUN	SERV	2,314.00
P18-03140	Omni San Diego Hotel	SUPERINTENDEN	CONF	1,183.68
P18-03141	Staples Direct	FRANK	Matl/Sup - Instructional	1,696.95
P18-03142	Sheraton San Diego Hotel & Mar	FREMONT	TRAVEL/CONF - INSTRUCTIONAL	1,380.10
P18-03148	Magic Mountain Llc	HAYDOCK	SERV/INSTRUCTIONAL	1,755.57
P18-03153	Southwest Airlines	ED SERVICES	CONF	1,141.74
P18-03176	Covell Graphics Fastsigns of Oxnard	SORIA	Material/Sup / SERV (Instructional)	1,482.23
P18-03182	Reliable Floor Covering Co	ED SERVICES	MSAP SERV (Fremont)	6,918.00
P18-03183	Reliable Floor Covering Co	ED SERVICES	SERV (Frank)	10,717.00
P18-03189	SOS Survival Products	RISK MGMT	Materials & Supplies	33,034.40
P18-03190	Santa Barbara Zoo	ASES	SERV	14,400.00
P18-03200	Learning Without Tears	RAMONA	SOFTWARE - Instruction	1,667.50
P18-03202	Ricoh Usa, Inc	PURCHASING	MAINT (ARCHIVES SCANNER/SOFTWARE)	1,695.00
P18-03203	Ricoh Usa, Inc	PURCHASING	MAINT (APPXTENDER MAINT/SUPPORT)	4,050.00
P18-03204	Frontrow Calypso, LLC	ED SERVICES	EQUIP	2,711.50
P18-03205	ThinkWrite Technologies LLC	ED SERVICES	Materials	1,293.40
P18-03206	Apple Computer Inc	ED SERVICES	Materials	8,071.56
P18-03208	Lexis Nexis	RAMONA	SOFT - Instruction	9,500.00
P18-03211	School Tech Supply	SORIA	EQUIP(Instructional)	3,811.99
P18-03212	Repair Center LLC Tech Defende rs	IT	REPAIRS	22,338.08
P18-03213	UZBL, LLC	IT	MATL/SUP (1:1 Stands)	82,992.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 5 of 8

## Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-03214	Sheraton Grand Sacramento	ED SERVICES	CONF/TRAVEL	3,320.64	
P18-03216	Dell Direct Sales Lp	KAMALA	COMP. EQUIP-ADMIN	2,261.66	
P18-03217	CREATIVE LEARNING SYSTEMS LLC	FRANK	MSAP (SMART LAB)	207,349.24	
P18-03218	CREATIVE LEARNING SYSTEMS LLC	FREMONT	MSAP (SMART LAB)	180,340.21	
P18-03219	CSPCA Vista Unified School District	PERSONNEL	conf	1,375.00	
P18-03221	WYNDHAM SAN DIEGO BAYSIDE	PERSONNEL	conf	4,274.36	
P18-03222	VENTURA COUNTY ARTS COUNCIL	MARINA	T1/SERV	13,750.00	
P18-03226	Kagan Professional Development	ED SERVICES	T2/SERV	9,855.00	
P18-03232	COAST 2 COAST COACHING INC	ROSE	T1/SERV	7,770.00	
P18-03233	NEW DAWN COUNSELING & CONS INC	Pupil Srvs	SERV	73,681.24	
P18-03235	Monster Technology LLC	SIERRA LINDA	Mat/Sup - Instructional	1,336.10	
P18-03237	Our House Grief Support Center	Pupil Srvs	CONF	7,500.00	
P18-03240	Extreme Clean	WAREHOUSE	Stores Supplies	3,232.50	
P18-03242	School Health Corporation	WAREHOUSE	Stores Supplies	1,699.86	
P18-03243	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,384.80	
P18-03244	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,063.17	
P18-03245	Assistance League School	Special Ed	SERV (BC041814)	9,350.00	
P18-03246	Assistance League School	Special Ed	SERV (BT122013)	9,350.00	
P18-03247	Assistance League School	Special Ed	SERV (EC020314)	9,350.00	
P18-03248	Casa Pacifica	Special Ed	SERV (BB121106)	50,843.00	
P18-03257	Perma Bound Books	FRANK	MATL/SUP - INSTRUCTIONAL	1,119.74	
P18-03261	Pro Ed	SAN MIGUEL	MATL/SUPP (Cog Assmt)	1,302.40	
P18-03265	Ventura Co Office Of Education	Special Ed	SERV (OM)	29,963.00	
P18-03271	CABE	ED SERVICES	CONF/TRAVEL	1,550.00	
P18-03272	CDW G	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,508.50	
P18-03273	H&H Auto Parts Wholesale	FACILITIES	Misc. Supplies	1,000.00	
P18-03276	Calif Chamber Of Commerce	RISK MGMT	Materials & Supplies	1,230.77	
P18-03281	Hilton Anaheim	Special Ed	CONF( ECC-MADDEN ACCOMODATIONS)	1,137.10	
P18-03284	COAST 2 COAST COACHING INC	BREKKE	SERV	18,150.00	
P18-03289	Lawyers Title	BUDGET	Land Purchase Escrow Deposit	100,000.00	
P18-03290	Scholastic Book Fairs	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	4,258.16	
P18-03292	SIGNET CONTROLS, INC	FACILITIES	Repairs	39,849.00	
P18-03293	SIGNET CONTROLS, INC	FACILITIES	Repairs	38,126.00	
P18-03296	SWRCB	TRANSPORTATION	FEES	1,400.00	
P18-03298	Ventura Co Office Of Education	ED SERVICES	CONF	1,750.00	
P18-03299	Dell Direct Sales Lp	IT	EQUIP (Tom/Server)	18,752.17	
P18-03300	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1)	1,714.00	
P18-03301	City Electric Supply	FACILITIES	Electrical Supplies	2,000.00	
P18-03302	Ventura Co Office Of Education	HR	Serv-	175,000.00	
P18-03303	School Tech Supply	ED SERVICES	EQUIP	2,170.04	
<b>Total Number of POs</b>			<b>253</b>	<b>Total</b>	<b>4,733,698.26</b>

\*\*\* 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 6 of 8

Includes Purchase Orders dated 11/22/2017 - 01/25/2018 \*\*\*

**Fund Recap**

<b>Fund</b>	<b>Description</b>	<b>PO Count</b>	<b>Amount</b>
010	GENERAL FUND	208	3,895,678.81
120	CHILD DEVELOPMENT FUND	2	2,382.36
130	CAFETERIA FUND	14	191,359.88
213	BOND FUND MEASURE R 2012	15	151,642.58
214	BOND FUND MEASURE D 2016	14	492,634.63
		<b>Total Fiscal Year 2018</b>	<b>4,733,698.26</b>
		<b>Total</b>	<b>4,733,698.26</b>

\*\*\* 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 11/22/2017 - 01/25/2018 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-01182	512,805.00	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	20,055.00
P17-02527	15,842.93	213-6274	BOND FUND MEASURE R 2012/OTHER CONSTRUCTION	5,000.00
P17-02915	13,937.97	213-6274	BOND FUND MEASURE R 2012/OTHER CONSTRUCTION	4,514.25
P17-03152	163,975.50	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	13,975.50
P17-03527	88,076.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	48,075.00
P18-00105	73,500.00	010-4310	GENERAL FUND/FUEL	1,000.00
P18-00210	3,500.00	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	1,500.00
P18-00361	4,149.46	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,000.00
P18-00493	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-00778	275,406.58	213-4400	BOND FUND MEASURE R 2012/NON-CAP EQUIP (\$500-\$	6,465.00
P18-00851	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-00948	2,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-00994	10,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,763.56
P18-01072	2,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,464.00
P18-01169	7,870.52	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,350.40
P18-01733	150,000.00	130-4700	CAFETERIA FUND/FOOD	70,000.00
P18-02117	5,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,700.00
P18-02297	35,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	33,000.00
P18-02555	2,800.00	010-5901	GENERAL FUND/POSTAGE	1,300.00
<b>Total PO Changes</b>				<b>222,162.71</b>

Information is further limited to: (Minimum Amount = 1,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 8 of 8

OSD BOARD AGENDA ITEM

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

Date of Meeting: **February 7, 2018**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**REJECTION OF LIABILITY CLAIM: VCBA07849A2 (Vaca/Magaña)**

On September 25, 2017, the Oxnard School District received a verified claim from a claimant alleging destruction of personal property.

The claimant alleges destruction of personal property, as a backpack and items in the backpack were thrown away without knowledge.

The claimant is seeking damages for the backpack and the items that were inside of the backpack.

**FISCAL IMPACT:**

There is no expected fiscal impact from this claim.

**RECOMMENDATION:**

Acting on the advice of the Joint Power 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 VCBA07849A2.

**ADDITIONAL MATERIAL:**

None



OSD BOARD AGENDA ITEM

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

Date of Meeting: **February 7, 2018**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**2017-2018 2nd Quarter Williams Ventura County Office of Education (VCOE)  
Activity Report (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 2nd quarter of fiscal year 2017-2018.

**FISCAL IMPACT**

None

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2017-2018 2nd Quarter Williams VCOE Activity Report, as presented.

**ADDITIONAL MATERIAL**

- Memorandum from Paula Driscoll dated 1/16/18, including the VCOE Williams Activity Report for the 2nd Quarter, Fiscal Year 2017-2018 (2 pages)

Date: January 16, 2018

To: District Superintendents

From: Paula Driscoll, Executive Director  
School Business and Advisory Services *PRQ*

Subject: 2017-18 2<sup>nd</sup> 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 deciles 1 to 3 schools. 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 2<sup>nd</sup> quarter of fiscal year 2017-18. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. The findings of that review will be available sometime prior to July 1, 2018 and reported in the annual Williams Report. In addition, this quarterly report does not comment on our review of the annual school accountability report cards. That review 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 2<sup>nd</sup> Quarter  
Fiscal Year 2017-18

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 2017-18 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 school facilities. The findings of these visits were summarized on the 1<sup>st</sup> Quarter Activity Report for your District issued in October of 2017.

While much of the specific Williams related activities occur during the 1<sup>st</sup> 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 November of 2018.

If you have any questions about the Williams Settlement process or the information contained in this 2<sup>nd</sup> Quarter Activity Report for your District, please call Paula Driscoll, Executive Director of School Business Advisory Services, at 805-383-1981.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **February 7, 2018**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**2017-2018 2nd Quarter Williams Ventura County Office of Education (VCOE)  
Activity Report (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 2nd quarter of fiscal year 2017-2018.

**FISCAL IMPACT**

None

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2017-2018 2nd Quarter Williams VCOE Activity Report, as presented.

**ADDITIONAL MATERIAL**

- Memorandum from Paula Driscoll dated 1/16/18, including the VCOE Williams Activity Report for the 2nd Quarter, Fiscal Year 2017-2018 (2 pages)

Date: January 16, 2018

To: District Superintendents

From: Paula Driscoll, Executive Director  
School Business and Advisory Services *PRQ*

Subject: 2017-18 2<sup>nd</sup> 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 deciles 1 to 3 schools. 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 2<sup>nd</sup> quarter of fiscal year 2017-18. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. The findings of that review will be available sometime prior to July 1, 2018 and reported in the annual Williams Report. In addition, this quarterly report does not comment on our review of the annual school accountability report cards. That review 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 2<sup>nd</sup> Quarter  
Fiscal Year 2017-18

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 2017-18 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 school facilities. The findings of these visits were summarized on the 1<sup>st</sup> Quarter Activity Report for your District issued in October of 2017.

While much of the specific Williams related activities occur during the 1<sup>st</sup> 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 November of 2018.

If you have any questions about the Williams Settlement process or the information contained in this 2<sup>nd</sup> Quarter Activity Report for your District, please call Paula Driscoll, Executive Director of School Business Advisory Services, at 805-383-1981.

OSD BOARD AGENDA ITEM

Name of Contributor: **Peter Rogosin**

Date of Meeting: **February 7, 2018**

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_ Academic
  - \_\_\_ Enrichment
  - \_\_\_ Special Education
  - \_\_\_ Support Services
  - \_\_\_ Personnel
  - \_\_\_ Legal
  - \_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Establish/Abolish/Increase/Reduce Hours of Position (Rogosin)**

---

**Establish**

a five and a half hour 183 day Transportation Driver position number 8705 to be established in the Transportation department. This position will be established to provide additional support.

a five and a half hour 183 day Transportation Driver position number 8706 to be established in the Transportation department. This position will be established to provide additional support.

a five and a half hour 183 day Transportation Driver position number 8707 to be established in the Transportation department. This position will be established to provide additional support.

a five and a half hour 183 day Transportation Driver position number 8708 to be established in the Transportation department. This position will be established to provide additional support.

a five hour and a half hour 183 day Instructional Assistant CELDT position number 8703 to be established in the Special Education department. This position will be established to provide additional support.

**Increase**

a five hour 183 day Paraeducator II position number 2235 to be increased to 5.75 hours in the Special Education department. This position will be increased to provide additional support.

**FISCAL IMPACT:**

Cost for Transportation Drivers-\$104,268 General

Cost for IA CELDT-\$27,354 General

Cost for Para II-\$3,551 Special Education

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment, and increase of positions, as presented.

**ADDITIONAL MATERIAL:**

None



OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Peter Rogosin**

Date of Meeting: **February 7, 2018**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Personnel Actions (Vaca/Rogosin)**

---

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 the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

**FISCAL IMPACT:**  
N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL:**

Attached: Classified Personnel Actions (two pages)  
Certificated Personnel Actions (two pages)

## CLASSIFIED PERSONNEL ACTIONS

February 7, 2018

**New Hire**

Montelongo, Janet	Health Assistant (B), Position #8433 Pupil Services 5.75 hrs./183 days	01/10/2018
Perez, Maria	Intermediate School Secretary (B), Position #5388 Frank 8.0 hrs./192 days	01/09/2018
Salas, Benito	Custodian, Position #6673 Elm 4.0 hrs./246 days	01/12/2018
Vega, Elizabeth	Paraeducator I, Position #7187 Ramona 4.16 hrs./183 days	01/16/2018
Villalobos, Veronica	Intermediate School Secretary (B), Position #7015 Chavez 8.0 hrs./192 days	01/08/2018

**Exempt**

Barajas, Robert	Campus Assistant	01/08/2018
Camacho, Christopher	Campus Assistant	01/17/2018
Jacobs, Olivia	Campus Assistant	01/16/2018
Razo, Andrew	Campus Assistant	01/16/2018
Sanchez Vega, Leonardo	Campus Assistant	01/22/2018

**Limited Term**

Arevalo, Dario	Custodian	01/18/2018
Cota, Rudy	Paraeducator	01/17/2018
Covarrubias, Alexandra	Clerical	01/12/2018
Leon, Christian	Custodian	01/18/2018
Lopez, Adrian	Custodian	01/11/2018
Lopez, Carlos Rafael	Paraeducator	01/08/2018
Madrigal Jr., Jorge	Custodian	01/18/2018
Magallon, Alejandra	Clerical	01/21/2018
Nuno, Sylvia	Clerical	11/14/2017
Pacheco, Abril	Paraeducator	01/17/2018
Tellez, Teresa	Custodian	01/18/2018
Vega, Alexis	Paraeducator	01/09/2018

**Promotion**

Alcantar, Jessica	Outreach Specialist (B), Position #2141 Curren 8.0 hrs./180 days School Office Manager (B), Position #989 Brekke 8.0 hrs./210 days	01/16/2018
Ruiz, Juanita	Health Assistant (B), Position #8432 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #7841 Special Education 5.75 hrs./183 days	02/01/2018

**Transfer**

Aguila, Eva	Office Assistant II (B), Position #631 Driffill 8.0 hrs./203 days Office Assistant II (B), Position #7979 NfL 4.0 hrs./246 days	02/05/2018
Bernal, Rosalina	Child Nutrition Worker, Position #1703 McKinna 5.0 hrs./185 days Child Nutrition Worker, Position #2789 McAuliffe 5.0 hrs./185 days	01/16/2018

Corona, Paula	Child Nutrition Worker, Position #1293 Brekke 5.5 hrs./185 days	01/16/2018
Garcia, Maricarmen	Child Nutrition Worker, Position #1369 McAuliffe 5.5 hrs./185 days Office Assistant II (B), Position #2185 Sierra Linda 7.0 hrs./203 days Office Assistant II (B), Position #631 Driffill 8.0 hrs./203 days	01/08/2018
Hernandez, Maria	Child Nutrition Worker, Position #269 Lemonwood 5.0 hrs./185 days	01/16/2018
Mendoza, Sandra	Child Nutrition Worker, Position #2247 Haydock 5.0 hrs./185 days Site Technology Technician, Position #2198 Sierra Linda 8.0 hrs./246 days Site Technology Technician, Position #2836 Frank 8.0 hrs./246 days	02/05/2018
Sandoval, Michelle	Office Assistant II (B), Position #970 Brekke 7.0 hrs./203 days Office Assistant II (B), Position #6447 Fremont 8.0 hrs./203 days	01/10/2018

**Involuntary Transfer**

Garcia, Sarah	Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days Child Nutrition Worker, Position #2840 McKinna 4.0 hrs./185 days	01/22/20018
---------------	--	-------------

**Unpaid Leave of Absence**

Cruz Jr., Martin	Paraeducator II, Position #2883 Special Education 5.75 hrs./183 days	01/24/2018-06/18/2018 (Wednesdays only)
------------------	---	--

**Resignation**

Flores Armenta, Bertha	Child Nutrition Cafeteria Coordinator, Position #2132 Curren 8.0 hrs./189 days	01/03/2018
Iyam, Onnegadon	Paraeducator III, Position #1937 Special Education 5.75 hrs./183 days	01/04/2018

**Retirement**

Flores, Dolores	Office Assistant II, Position #2404 Soria 8.0 hrs./203 days	08/05/2004-01/01/2018
-----------------	--	-----------------------

**CERTIFICATED PERSONNEL ACTIONS**

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

**New Hires**

Gonzalez, Natalie	Special Ed Pre K Teacher, San Miguel	January 16, 2018
Eman, Jennifer	Substitute Teacher	2017/2018 School Year
Macias, Mary	Substitute Teacher	2017/2018 School Year

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

Manzo, Veronica	Driffill	January 24, 2018
Varav, Sally	Ritchen	January 23, 2018

**RETIREMENT**

Coleman, Lynn	Lemonwood	January 9, 2017
---------------	-----------	-----------------

**Leave of Absence**

Shutt, Marianne	Lemonwood	November 30-February 7
Usuki Trinh, Lauren	Rtichen	February 21- March 20

ANNUAL TEACHER ASSIGNMENT REPORT  
PURSUANT TO EDUCATION CODES 44256 (b) and 44258.2  
2017/2018

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

**Education Code 44256 (b)** allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in a departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grade K-8).

**Name**

**Subject**

Martha A. Highfill

Music / ESC

Lynette Lucas

Art

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 2/7/18

- 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   X
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Revisions to the Lease Lease-back Agreements between Swinerton and the Oxnard School District for the Construction of the New Seabridge Elementary School (Penanhoat/Fateh/CFW)**

---

At the Regular Board Meeting of Wednesday October 4, 2017, the Board of Trustees approved entering into Agreements #17-170, #17-171, and #17-172 with Swinerton for the construction of the New Seabridge Elementary School to be delivered utilizing the Lease Lease-back methodology.

After further review of the Lease Lease-Back Agreements by Swinerton and the Oxnard School District's legal counsel, it was determined that the agreements required revisions to address certain construction related issues and to clarify ambiguous or misprinted information. A summary is provided to explain where these changes occur in the original documents.

Moving forward, these revised documents will supersede the original agreements.

**FISCAL IMPACT**

No Impact

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve the following revised Lease Lease-back Agreements #17-170(R), #17-171(R), and #17-172(R), between Swinerton and the Oxnard School District.

**ADDITIONAL MATERIAL**

- Attached:**
- Summary of Non-Substantive Changes to the Lease Lease-back Documents, dated February 7, 2018 (2 Pages)
  - Construction Services Agreement #17-170(R) (25 Pages)
  - Site Lease Agreement #17-171(R) (10 Pages)
  - Site Sublease Agreement #17-172(R) (14 Pages)

February 7, 2018

Summary of Non-Substantive Changes to Swinerton Lease/Lease-back Documents for the Seabridge Elementary School Project

At the Board Meeting of Wednesday October 4, 2017, the Board of Trustees approved the District to enter into agreements with Swinerton for the Seabridge Elementary School Project. Those Documents included Construction Services Agreement #17-170, Site Lease Agreement #17-171 and Sublease Agreement #17-172.

The Board of Trustees authorizes District staff to make the following changes to the agreements:

1. Construction Services Agreement #17-170, page 5, SECTION 5 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE the first paragraph references payment component numbers and reads: *"The "GMP" for the Project shall be **Eighty-Nine Thousand Five Hundred Dollars and No Cents (\$89,500.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Eighty-Nine Thousand Five Hundred Dollars and No Cents (\$89,500.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District."*  
This paragraph of SECTION 5 is deleted and the following is inserted in its place:

*"The initial "GMP" for the Project shall be **Twenty-Two Million Dollars and No Cents (22,000,000.00)**. The initial GMP consists of (1) a Preconstruction Fee in the amount of **Eighty-Nine Thousand Five Hundred Dollars and No Cents (\$89,500.00)**. (2) a Sublease Tenant Improvement budget and (3) a Contractor Contingency and Sublease Payments, all to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE FINAL "GMP" WILL NOT BE ESTABLISHED OR APPROVED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT, PRIOR TO NTP FOR CONSTRUCTION. The final GMP will be brought to the Board of Trustees as an amendment to this section of this agreement, the Site and Sublease."*

2. Construction Services Agreement #17-170, page 5, SECTION 5 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE the second paragraph references payment component numbers and reads: *"The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached hereto."*

This line of SECTION 5 is deleted and the following is inserted in its place:

*"The initial GMP is based upon the District's current budgeted amount and will be finalized after DSA approved plans and specifications, this Agreement between*

February 7, 2018

Contractor and the District, and as more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.”

3. Construction Services Agreement #17-170, page 6, SECTION 5 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE the third paragraph references contractor contingency use; instruction number two shall be modified to include coordination issues.
4. Construction Services Agreement #17-170, page 7, SECTION 8 SELECTION OF SUBCONTRACTORS this section shall be modified to include additional requirements relating to competitive bidding procedures per California Public Contract Code.
5. Construction Services Agreement #17-170, page 8, SECTION 9 CONSTRUCTION SCOPE OF WORK Item B describes contractor efforts to “prevent disruption to classes”, as this is a new school in a prominent residential area, this shall be modified to reference the surrounding neighborhoods instead.
6. Construction Services Agreement #17-170, page 8, SECTION 9 CONSTRUCTION SCOPE OF WORK Item G describes the meeting and reporting procedures, this section shall be modified to include the Inspector of Record and District representative.
7. Construction Services Agreement #17-170, page 10, SECTION 10 EXTRA WORK/MODIFICATIONS Item B shall be modified to reference Exhibit A.
8. Construction Services Agreement #17-170, page 11, SECTION 12 PERSONNEL ASSIGNMENT Item A designates William Gray as Project Manager.
9. Construction Services Agreement #17-170, page 12, SECTION 14 PAYMENTS TO CONTRACTOR Item A shall be modified to reference a final agreed upon and approved GMP.
10. Site Lease Agreement #17-171, page 8, SECTION 25 TIME this line reads: *“Time is of the essence in this Site Lease and each and all of its provisions.”*

This line of SECTION 5 is deleted and the following is inserted in its place:

“Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.”

11. Site Lease Agreement #17-171, page 8, add SECTION 26 Force Majeure.
12. Site Sublease Agreement #17-172, page 1, RECITALS, the wording in the first paragraph shall incorporate “New Elementary School” as reference for the description to the Project.
13. Site Sublease Agreement #17-172, page 13, EXHIBIT A, PAYMENT PROVISIONS paragraph four, the annual interest rate for the lease payment amount shall be 6.0%.



## #17-170(R)

### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 7th day of February, 2018, 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") 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 will operate a school to be located at 4200 Wooley Road, Oxnard, California 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new 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 will provide the best value to the District and 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 **Exhibits A and B** 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 **Exhibits A and B** (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

## #17-170(R)

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 **Exhibits A and B** 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 **Exhibits A and B** 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

## #17-170(R)

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. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **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.
- G. **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.
- H. **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.
- I. **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.

## #17-170(R)

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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 Trustees, 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

## #17-170(R)

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 initial "GMP" for the Project shall be **Twenty-Two Million Dollars and No Cents (\$22,000,000.00)**. The initial GMP consists of (1) a Preconstruction Fee in the amount of **Eighty-Nine Thousand Five Hundred Dollars and No Cents (\$89,500.00)**. (2) a Sublease Tenant Improvement budget and (3) a Contractor Contingency and Sublease Payments, all to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE FINAL "GMP" WILL NOT BE ESTABLISHED OR APPROVED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT, PRIOR TO NTP FOR CONSTRUCTION. The final GMP will be brought to the Board of Trustees as an amendment to this section of this agreement, the Site and Sublease.

The initial GMP is based upon the District's current budgeted amount and will be finalized after DSA approved plans and specifications, this Agreement between Contractor and the District, and as more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was 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

## #17-170(R)

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, coordination issues, 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. Unused Contractor Contingency and Allowances at Project completion will 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 PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole basis of cost agreement between the Contractor and the District until a GMP is established.

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 to Proceed will not be issued.

**#17-170(R)**

- 7 -

## #17-170(R)

### **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. In connection with the selection of Subcontractors, Contractor agrees that it will comply with the requirements of California Education Code § 17406(a)(4). With respect to awarding Subcontracts with a value not exceeding one-half of 1 percent of the GMP, 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 verify all subcontractors meet the current DIR registration requirements, District prequalification requirements and make a good faith effort to contact and utilize Local and 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.).



## #17-170(R)

### **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 surrounding neighborhoods.
- 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 surrounding 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 where 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 surrounding neighborhoods, 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 trades utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect, IOR and District representatives, 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

## #17-170(R)

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 daily reports 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 reports 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,

## #17-170(R)

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, make 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 Payment and, if applicable, the Sublease Payments.

- 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 as described in Exhibit A 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 owner allowance amount to mitigate for encountering water when completing the scope of work contemplated herein. The allowance is not to be used for expenses incurred by, and/or work performed by, Contractor in connection with any identified shallow water table encountered when digging.
- 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.

## #17-170(R)

- 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 **William Gray** as Project Manager/Superintendent for the Project. So long as **William Gray** 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.

## #17-170(R)

### **SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the final agreed upon and approved 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 open 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

## #17-170(R)

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.

## #17-170(R)

- 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"

## #17-170(R)

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 Cal OSHA 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.

- 16 -



## #17-170(R)

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

## #17-170(R)

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
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 (5<sup>th</sup>) 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

## #17-170(R)

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.

**#17-170(R)**

**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  
865 So. Figueroa Street Suite 3000  
Los Angeles, CA 90017

**THE DISTRICT:**

Oxnard School District,  
*a California school district*  
1051 South A Street  
Oxnard, California 93030

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: Lisa A. Franz, Director, Purchasing

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

**#17-170(R)**

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

## EXHIBIT B

### Oxnard School District – Seabridge ES Project

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Eighty-Nine Thousand Five Hundred Dollars and No Cents (\$89,500.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## #17-170(R)

### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front-end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## #17-170(R)

### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.



## #17-170(R)

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

**#17-170(R)**

**7. Schedule for Pre-Construction Services.**

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.
  
- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

**CONTRACTOR:**

Swinerton Builders  
865 So. Figueroa Street Suite 3000  
Los Angeles, CA 90017

**THE DISTRICT:**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**#17-171(R)**

**SITE LEASE AGREEMENT**

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa Street, Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor") as lessee.

**RECITALS**

WHEREAS pursuant to Education Code section 17406, the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") which will become a school to be located at 4200 Wooley Road, Oxnard, CA 93035, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

**SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

**SECTION 2. Term**

The term of this Site Lease shall commence as of the Effective date and shall terminate on the last day of the term of the Sublease.

## SITE LEASE AGREEMENT

### **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

- (a) The District has good title to the Site.
- (b) There are no liens on the Site other than permitted encumbrances (the term “permitted encumbrances” as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).
- (c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.
- (d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.
- (e) To the best of the District’s knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.
- (f) To the best of the District’s knowledge, there is no litigation of any kind currently pending or threatened regarding the District’s use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (g) To the best of the District’s knowledge, upon reasonable investigation and in reliance on the District’s phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called “Environmental Regulations”), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor’s subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation

## SITE LEASE AGREEMENT

(hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

### **SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract,

## SITE LEASE AGREEMENT

agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

### **SECTION 5. Payment**

In consideration for the lease of the Project Site by the District to the Contractor and for other good and valuable consideration, the Contractor shall pay to the District One Dollar (\$1.00) per year upon execution of this Site Lease.

### **SECTION 6. Purpose**

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

### **SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

### **SECTION 8. Quiet Enjoyment**

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in

## SITE LEASE AGREEMENT

the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

### **SECTION 9. No Liens**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

### **SECTION 10. Right of Entry**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

### **SECTION 11. Assignment and Subleasing**

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

### **SECTION 12. No Waste**

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

### **SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

## SITE LEASE AGREEMENT

### **SECTION 14. Eminent Domain**

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

### **SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

### **SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

### **SECTION 17. Notices**

Any notices or filings required to be given or made under this Site Lease 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, Suited 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



## SITE LEASE AGREEMENT

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.  
1901 Victoria Avenue  
Suite #106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

### **SECTION 18. Construction Services Agreement and Sublease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

### **SECTION 19. Binding Effect**

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

### **SECTION 20. Entire Agreement**

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

### **SECTION 21. Execution in Counterparts**

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

### **SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

## SITE LEASE AGREEMENT

### **SECTION 23. Applicable Law**

This Site Lease 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 24. Headings**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

### **SECTION 25. Time**

Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

### **SECTION 26. Force Majeure**

A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such nonperformance will not be a default hereunder or a grounds for termination of this Site Lease.

**SITE LEASE AGREEMENT**

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed by their respective officers who are duly authorized, this Site Lease effective as of the date first above written.

**CONTRACTOR:**

Swinerton Builders  
865 S. Figueroa Street, Suited 3000  
Los Angeles, CA 90017  
Attn: Bonnie Martin

**THE DISTRICT:**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: Lisa A. Franz, Director, Purchasing

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

**SITE LEASE AGREEMENT**

**EXHIBIT A**

Legal Description of Site

Will be Supplied and this Exhibit amended upon the Approval by the Division of State Architect of the State of California of the final Plans and Specifications

## #17-172(R)

### SUBLEASE AGREEMENT

This Sublease (hereinafter referred to as the "Sublease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as sub-lessee, Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa Street, Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor") as sub-lessor.

#### RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof a New Elementary School (the "Project") located at the Seabridge Site at 4200 Wooley Road, Oxnard, CA 93035 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

#### **SECTION 1. Sublease**

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

## **SECTION 2. Term**

(a) The term of the Sublease (the "Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
- (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
- (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
- (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

## **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to

substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

**SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Construction/Acquisition**

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually

appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

## **SECTION 6. Payments**

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

## **SECTION 7. Fair Rental Value**

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.



## **SECTION 8. Sublease Abatement**

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

## **SECTION 9. Use of Site and Project**

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

## **SECTION 10. Contractor's Inspection/Access to Site**

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of

access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

**SECTION 11. Project Acceptance**

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

**SECTION 12. Alterations and Attachments**

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

**SECTION 13. Physical Damage; Public Liability Insurance**

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

**SECTION 14. Taxes**

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

**SECTION 15. Events of Default**

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is

misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

**SECTION 16. Remedies on Default**

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

**SECTION 17. Non-Waiver**

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

**SECTION 18. Assignment**

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

## **SECTION 19. Ownership**

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

## **SECTION 20. Sublease Prepayments/Purchase Option**

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by

Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payment ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

#### **SECTION 21. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

#### **SECTION 22. Construction Services Agreement and Site Lease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

#### **SECTION 23. Severability**

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 24. Entire Agreement**

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

**SECTION 25. Notices**

Any notices or filings required to be given or made under this Sublease 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 LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.  
1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

## **SECTION 26. Titles**

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

## **SECTION 27. Time**

Time is of the essence in this Sublease and each and all of its provisions.

## **SECTION 28. Applicable Law**

This Sublease 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. Execution in Counterparts**

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

## **SECTION 30. District Insurance**

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

**CONTRACTOR:**

Swinerton Builders  
865 S. Figueroa Street, Suite 3000  
Los Angeles, CA 90017

**THE DISTRICT:**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: Lisa A. Franz, Director, Purchasing

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



## EXHIBIT A

### PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in an amount to be negotiated at GMP on a per month basis. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and be negotiated at GMP for a period of twelve (12) months beginning as stated in **Section 2** above and using the structure below.

The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **Six Percent (6.0%)**:

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$Numeric Lease Payments/12	\$____	\$____
30 days thereafter	\$Numeric Lease Payments/12	\$____	\$____

30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___
30 days thereafter	\$Numeric Lease Payments/12	\$___	\$___

**Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 2/7/18

- 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 \_\_\_\_\_ X  
F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Work Authorization Letter #5 (WAL #5) with Rincon Consultants Inc. to perform a Peer Review of Tetra Tech’s Historic Resources Evaluation for the Rose Avenue Elementary Reconstruction Project (Penanhoat/Fateh/CFW)**

On December 2017, Tetra Tech, the firm tasked with producing a historic resources evaluation as part of CEQA for the Rose Avenue Elementary School Reconstruction, determined that a historic resources survey needed to be performed to ascertain that the existing buildings were not of historic significance. The district does not believe the validity of this claim and is thereby seeking a peer review of the findings from Rincon Consultants Inc.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: #13-131

Work Authorization Letter: #5

Consultant: **Rincon Consultants Inc.**

Date Issued: **02/07/2018**

Fixed Fee Amount: **Five Thousand Nine Hundred Eighty Dollars and No Cents (\$5,980.00)**

## **FISCAL IMPACT**


Work Authorization Letter #5 to Agreement #13-131 includes environmental support services to perform a peer review of Tetra Tech's Historic Resources Evaluation for the Rose Avenue Elementary School for a fee of **Five Thousand Nine Hundred Eighty Dollars and No Cents (\$5,980.00)**.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #5 to Agreement #13-131 with Rincon Consultants Inc. to perform a peer review of Tetra Tech's Historic Resources Evaluation for the Rose Avenue Elementary School Reconstruction Project.

## **ADDITIONAL MATERIAL**

**Attached:** Work Authorization Letter #5 (1 Page)  
Proposal dated January 19, 2018 (3 Pages)  
Master Agreement #13-131 (53 Pages)

	<b>WORK AUTHORIZATION LETTER</b>		
	<b>GENERAL INFORMATION</b>		
	<b>PROJECT #:</b> <b>SITE NAME:</b> Rose Avenue Elementary School <b>MASTER AGREEMENT #:</b> 13-131 <b>WAL #:</b> 5	<b>DATE:</b> 2/7/2018 <b>DSA #</b> <b>OPSC #</b> <b>VENDOR ID:</b>	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>			
<b>DISTRICT</b>	<b>CONSULTANT</b>		
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
<p><i>Rincon Consultants Inc. is to perform a peer review of the historic assessment done by Tetra Tech in December of 2017 to determine the accuracy of the eligibility findings. The peer review will address the following: the adequacy of Tetra Tech's DPR 523 series documents, verify the field findings and will consider content, source information, methodology and evaluation results, consider accepted guidance from the National Park Service and the California Office of Historic Preservation for the recordation and evaluation of historic resources and summarize the findings in a memorandum. Additionally included, Rincon Consultants Inc. will derive their own independent historic resources evaluation of the Rose Avenue Elementary School site, completed and documented on DPR 523 series forms.</i></p> <p style="text-align: center;">(ATTACH ADDITIONAL PAGES AS NECESSARY)</p>			
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
<b>START DATE:</b> 2/8/2018	<b>COMPLETION DATE:</b> Peer Review Memo by 3/5/18		
<b>FIXED FEE AMOUNT:</b> Five Thousand Nine Hundred Eighty Dollars and No Cents (\$5,980.00)			
<i>This fee amount is based upon Consultant's proposal dated <u>1/22/2018</u> and subsequent negotiations mutually agreed to by all parties</i>			
<p><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></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>			
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>			
<b>DISTRICT</b>	<b>CONSULTANT</b>		
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>			
<b>PROJECT MANAGER:</b> Jennifer McIsaac <b>P.O. #</b> <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds <b>COST ID:</b> 6171		<b>PREPARED BY:</b> Chris Yafuso <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)		(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>			



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

January 19, 2018  
Project No: 17-04931

Patricia Raphael Garcia  
Planning Associate  
Caldwell Flores Winters, Inc.  
815 Colorado Boulevard, Suite 201  
Los Angeles, CA, 90041  
Via email: praphael@cfwinc.com

Subject: Scope of Work and Cost Estimate to a Perform a Peer Review of a Historic Resources Evaluation of the Rose Avenue School, Oxnard, California.

Dear Ms. Raphael Garcia:

Rincon Consultants, Inc. (Rincon) is pleased to submit the following scope of work and cost estimate to Caldwell Flores Winters, Inc. (CFW) to complete a historic resources peer review of a historic resources evaluation of the Rose Avenue School (subject property), located at 220 S Driskill Street, Oxnard, California. Rincon understands that the subject property was recently evaluated for potential historic significance in accordance with the regulations outlined under the California Environmental Quality Act (CEQA).

Rincon understands that CFW requires the services of a qualified architectural historian to conduct a peer review of the historic assessment to determine the accuracy of the eligibility findings. To assist in this effort, Rincon proposes a scope of work that is presented in greater detail in the sections below.

The Rincon project team will be led by Senior Architectural Historian Debi Howell-Ardila, M.H.P., who has 13 years of professional experience and meets and exceeds the Secretary of Interior's Professional Qualification Standards (PQS) for History and Architectural History. Ms. Howell-Ardila has extensive experience in the evaluation of educational properties. She served as the principal author for a Historic Context Statement for the Los Angeles Unified School District (LAUSD) and recently completed a year-long contract as the Historic Preservation Specialist for LAUSD. In addition, she has conducted numerous peer reviews and evaluations for CRHR eligibility.

## Scope of Work

Based on our understanding of the project, Rincon proposes the following scope of work. As outlined in greater detail below, we have included an optional task that CFW may wish to pursue based on the results of the peer review.

### Task 1. Peer Review

Rincon's qualified architectural historians will conduct a peer review of the DPR 523 series forms prepared for the Rose Avenue School by Tetra Tech in December 2017. The peer review will address the

adequacy of the document, verify the field findings and will consider content, source information, methodology, and evaluation results. The review will consider accepted guidance from the National Park Service and the California Office of Historic Preservation for the recordation and evaluation of historic resources. Following the peer review, Rincon will communicate the results to CFW. A memorandum summarizing the methodology and results of the peer review will subsequently be completed as determined necessary by CFW.

## Task 2 (Optional). Preparation of DPR 523 Series Forms

Based on the results of the peer review, CFW may wish to have an independent historic resources evaluation of the subject property completed and documented on DPR 523 series forms. Preparation of the DPR 523 series forms would memorialize differing eligibility findings and provide a document for the administrative record. In completing the historic resources evaluation, Rincon will conduct an intensive-level survey of the subject property. This would entail a site visit, where the construction and alteration history of the subject property would be assessed and documented through field notes and digital photography. Following the field survey and supplemental archival research, the subject property would be evaluated for CRHR eligibility using applicable historic context statements and other accepted preservation guidance. The results would then be documented on a set of DPR 523 series forms.

## Cost Estimate and Schedule

We estimate that completion of the Task 1 will require a budget of \$2,975, with an additional \$3,005 proposed to complete the Optional Task 2, for a total of \$5,980. Results of the peer review will be communicated to Caldwell Flores Winters, Inc. within three weeks of the Notice-to-Proceed.

This project would be performed on a time and materials reimbursement basis and will be billed monthly. Our fee will not exceed this estimate without receipt of prior written authorization. All work would be performed in accordance with the terms and conditions of our existing contract with OSD.

## Project Assumptions

- The memorandum summarizing the results of the peer review will be completed only as requested by Caldwell Flores Winters, Inc. and will include response to one round of comments.
- No California Historical Resources Information System records search will be conducted.
- This scope of work does not include costs for an archaeological or paleontological study; these can be provided under a cost amendment if necessary.
- Rincon assumes one round of response to comments will be required for the DPR 523 series forms.
- All work products will be submitted electronically.

Caldwell Flores Winters, Inc.  
**Rose Avenue School Peer Review**

We appreciate the opportunity to work with you on this project. Should you have any questions regarding these approaches, please do not hesitate to contact me at 562-676-5485 or [scarmack@rinconconsultants.com](mailto:scarmack@rinconconsultants.com).

Sincerely,

Rincon Consultants, Inc.



Shannon Carmack  
Architectural History Program Manager



A. Edward Morelan  
Principal



**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, 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

RECEIVED NOV 01 2013

CFW

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

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

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

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

#### **9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### **10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").


21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

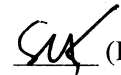
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.



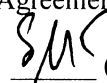
29. **District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.  
180 North Ashwood Avenue  
Ventura, CA 93003  
Attention: Stephen Svete  
T: (805) 644-4455  
Email: svete@rinconconsultants.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

**RINCON CONSULTANTS INC.:**

[Signature]  
Signature

STEPHEN SNEYDE, AICP/N.P.  
Typed Name/Title

10-31-2013  
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**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 #13-131

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**COMPENSATION & RATE/FEE SCHEDULE**

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

<b>Document/Study</b>	<b>Estimated Costs</b>
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

*CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.*

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

**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 #13-131

**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 #13-131

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**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 #13-131

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 #13-131

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

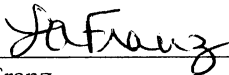
**CONFLICT OF INTEREST CHECK**

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 #13-131

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**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 #13-131

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: STEPHEN SVETE  
Title: VICE PRESIDENT

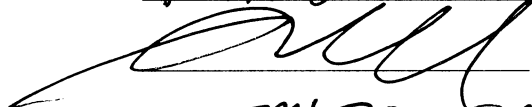
AND/OR

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: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 

By: STEPHEN SVETE

Its: VICE PRESIDENT

Not Project Related

Project #13-131

**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**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 #13-131

**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 #13-131

**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 #13-131

- 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 #13-131

- 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

Project #13-131

**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 #13-131

- 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 #13-131

### 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 (middlesdt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

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

PRODUCER  <b>LEGENDS ENVIRONMENTAL INS.SVCS,LLC</b> 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

**COVERAGES**      **CERTIFICATE NUMBER:** 107184      **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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>PROF LIABILITY/ CLMS MDE</b> TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. 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.

### CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXNARD, CA 93030

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.  Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract.  RE: All Operations
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.

**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 And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
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" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01  
INSURED: RINCON CONSULTANTS, INC.

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

**ENV 98 036 11 04**

**PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

<b>Additional Insured(s)</b>	<b>Specified Project</b>
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.  Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract  RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01  
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY  
ENV 98 031 11 07

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

**ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07**

**ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

---

## COMMERCIAL AUTO GOLD ENDORSEMENT

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### 7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.



## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

## BUSINESS AUTO COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II – LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

**9. Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

##### b. War Or Military Action

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
  3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
    - a. Wear and tear, freezing, mechanical or electrical breakdown.
    - b. Blowouts, punctures or other road damage to tires.
  4. We will not pay for "loss" to any of the following:
    - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
    - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
    - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
    - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.



- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 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 provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- 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".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.  
The coverage territory is:
  - a. The United States of America;
  - b. The territories and possessions of the United States of America;
  - c. Puerto Rico;
  - d. Canada; and
  - e. Anywhere in the world if:
    - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 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.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization****Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013      Policy No. EQB0201324      Endorsement No. 000  
Insured RINCON CONSULTANTS INC  
Insurance Company QBE INSURANCE CORPORATION

Countersigned By \_\_\_\_\_

EQB0201324 20130201 000

## BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading  X

### **SECOND READING – REVISION TO AR 3541 – TRANSPORTATION ROUTES AND SERVICES (Penanhoat)**

---

The administration is recommending a revision to AR 3541 Transportation Routes and Services, to reflect transportation eligibility for students in all grades with a walking distance greater than 1.5 miles.

Revised/added language is indicated by *italicized* font and deleted language is indicated in strikethrough.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to AR 3541 as presented.

### **ADDITIONAL MATERIAL**

Attached: AR 3541 (3 pages)

## Transportation Routes And Services

◀ [Previous](#) | [Next](#) ▶

### Routes and Bus Stops

The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

1. For elementary school students:

Grades Pre-K-~~6~~ 8: 1.5 miles

~~Grades 7-8: two miles~~

The Superintendent or designee may authorize transportation within the walking distance when safety problems or hazards exist.

Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

(cf. [5116.1](#)- Intradistrict Open Enrollment)

(cf. [5117](#) - Interdistrict attendance)

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules and stops and/or shall arrange for local media to publish such information.

(cf. [1112](#) - Media Relations)

### Transportation Services

With the Board of Trustees' authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code [39800](#))

2. Field trips and excursions (Education Code [35330](#))

(cf. [3541.1](#) - Transportation for School-Related Trips)

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code [39860](#))

4. District employees and parents/guardians traveling to and from educational activities authorized by the district (Education Code 39837.5)

5. Preschool or nursery school students (Education Code 39800)

6. Matriculated or enrolled adults traveling to and from school, or adults for educational purposes other than to and from school (Education Code 39801.5)

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education programs. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4)

(cf. 3541.2 - Transportation for Students with Disabilities)

The Superintendent or designee shall provide transportation to homeless children in accordance with law, Board policy and administrative regulation.

(cf. 6173 - Education for Homeless Children)

Legal Reference:

EDUCATION CODE

10900.5 Use of school buses for community recreation

35330 Excursions and field trips

35350 Authority to transport pupils

39800-39809.5 Transportation, general provisions, especially:

39800 Powers of governing board to provide transportation to and from school

39801.5 Transportation for adults

39808 Transportation for private school students

39830-39842 School buses, especially:

39835 Use of school buses for community recreation

39837 Transportation to summer employment program

39837.5 Transportation of employees and parents/guardians to school activities

39860 Transportation to school activities

41850-41856 Allowances for transportation



41860-41863 Supplementary allowances for transportation

CODE OF REGULATIONS, TITLE 5

15240-15244 Allowances for student transportation

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 42

11432 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

Management Resources:

WEB SITES

California Department of Education, Office of School  
Transportation: <http://www.cde.ca.gov/bus/index.html>

Pupil Transportation Safety Institute: <http://www.pts.org>

Regulation OXNARD SCHOOL DISTRICT

approved: October 19, 2011 Oxnard, California

*Revised: February 7, 2018*

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: February 7, 2018

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading  X

**SECOND READING – REVISION TO AR 3543 – TRANSPORTATION SAFETY AND EMERGENCIES (Penanhoat)**

---

The administration is recommending a revision to AR 3543 Transportation Safety and Emergencies, to align with changes to Education Code, Section 2, 39831.3 brought about by the Paul Lee Safety Law SB 1072.

Added language is indicated by *italicized* font.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to AR 3543 as presented.

**ADDITIONAL MATERIAL**

Attached: AR 3543 (7 pages)

## **Transportation Safety And Emergencies**

Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

### **Safety Equipment**

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. (Education Code 39838; 13 CCR 1242)

The Superintendent or designee shall ensure that any school bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus designed for carrying more than 16 passengers and the driver and is manufactured on or after July 1, 2005

2. Is a Type 2 school bus or student activity bus designed for carrying 16 or fewer passengers and the driver, or designed for carrying 20 or fewer passengers and the driver and having a manufacturer's vehicle weight rating of 10,000 pounds or less, and is manufactured on or after July 1, 2004

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be informed of procedures to be followed to reasonably enforce proper use of the passenger restraint system.

### **Safe Bus Operations**

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips shall have the authority to discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

(cf. 3516.5 - Emergency Schedules)

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

A person shall not drive a motor vehicle while using a wireless telephone, except under the following conditions: (Vehicle Code 23123, 23125)

1. For emergency purposes, including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency service agency or entity

2. In the case of a school bus driver, for work-related purposes

(cf. 3513.1 - Cellular Phone Reimbursement)

(cf. 4040 - Employee Use of Technology)

A person shall not drive a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication, including, but not limited to, text messages, instant messages, and email. This prohibition does not include reading, selecting, or entering a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call. (Vehicle Code 23123.5)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

(cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall include all of the following: (Education Code 39831.3)

1. Students in grades prekindergarten through 8 shall require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops
3. Procedures for boarding and exiting a school bus at a school or other trip destination
4. *Procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus.*
5. *Procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus.*

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol. (Education Code 39831.3)

#### Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone
5. Instructions for safety while walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

#### Student Instruction

All students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures, equipment and passenger safety. (Education Code 39831.5)

The Superintendent or designee shall ensure that instruction is provided to students as follows:

1. The Superintendent or designee shall annually provide appropriate instruction in safe riding practices and emergency evacuation drills to each student who receives home-to-school transportation in a school bus. (5 CCR 14102)

2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to: (Education Code 39831.5)

a. Proper loading and unloading procedures, including escorting by the driver

b. How to safely cross the street, highway, or private road

c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use

d. Proper passenger conduct

(cf. 5131.1 - Bus Conduct)

e. Bus evacuation procedures

f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit. (Education Code 39831.5)

Each time the above instruction is given, the following information shall be documented: (Education Code 39831.5)

a. District name

b. School name and location

c. Date of instruction

d. Names of supervising adults

- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the California Highway Patrol. (Education Code 39831.5)

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to: (Education Code 39831.5)

- a. Location of emergency exits
- b. Location and use of emergency equipment

This instruction also may include responsibilities of passengers seated next to an emergency exit. (Education Code 39831.5)

Legal Reference:

#### EDUCATION CODE

39830-39842 Transportation, school buses

51202 Instruction in personal and public health and safety

#### PENAL CODE

241.3 Assault against school bus driver

243.3 Battery against school bus driver

#### VEHICLE CODE

415 Definition of motor vehicle

545-546 Definition of school bus and school pupil activity bus

22112 Loading and unloading passengers

23123 Use of wireless telephone prohibited while driving motor vehicle

23123.5 Text communications prohibited while driving motor vehicle

23125 Use of wireless telephone prohibited while driving school bus

27316 Passenger restraint systems

34500 California Highway Patrol responsibility to regulate safe operation of school buses

34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses

34501.6 School buses; reduced visibility

34508 California Highway Patrol responsibility to adopt rules re: equipment and operations of school buses

#### CODE OF REGULATIONS, TITLE 5

14100-14105 School buses and student activity buses

#### CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety

#### CODE OF FEDERAL REGULATIONS, TITLE 49

571.1-571.500 Motor vehicle standards, including school buses

Management Resources:

#### WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

California Association of School Transportation Officials: <http://www.castoways.org>

California Department of Education, Office of School Transportation:  
<http://www.cde.ca.gov/ls/tn>

California Highway Patrol: <http://www.chp.ca.gov>



National Coalition for School Bus Safety: <http://www.ncsbs.org>

National Transportation Safety Board: <http://www.nts.gov>

U.S. Department of Transportation, National Highway Traffic Safety Administration:  
<http://www.nhtsa.dot.gov>

Regulation OXNARD SCHOOL DISTRICT

approved: October 19, 2011 Oxnard, California

*Revised: February 7, 2018*



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	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.***

Spring Break: March 26 – April 6, 2018  
First Day of School: August 16, 2018

Board Approved: 12-6-17

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