

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Monica Madrigal Lopez, Clerk
Mr. Denis O’Leary, Member
Dr. Jesus Vega, Member
Mrs. Debra M. Cordes, Member

ADMINISTRATION

Karling Aguilera-Fort
District Superintendent
Ms. Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, October 9, 2019

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

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.

ROLL CALL VOTE:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

A.2. Pledge of Allegiance to the Flag

Mr. Gilbert Elizarraraz, Principal at Driffill School, Academy of Environmental Science and Global Awareness, will introduce Chantelle Desales, 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 by Daniel Resendiz, 5th grader in Mrs. Dann’s class; and read in Spanish by Greidys Velazquez, 5th grader, in Ms. Medrano’s class.

A.4. Presentation by Driffill School - Academy of Environmental Science and Global Awareness

Principal Gilberto Elizarraraz will provide a short presentation to the Board regarding Driffill School - Academy of Environmental Science and Global Awareness. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

A.6. Study Session: ELPAC Report (DeGenna/Batista)

It is the recommendation of the Director of English Learner Services and the Assistant Superintendent Educational Services, that the Board of Trustees receive the report as presented.

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.

A.8. Closed Session

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

1. Pursuant to Section 54956.9 of Government Code
 Conference with Legal Counsel – Anticipated Litigation: 1 case
 Conference with Legal Counsel – Existing Litigations:
 - OAH Case No. 2019-08-0268
 - 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):
 The Board will consider student matters including:
 - Case No. 19-01 Expulsion (Action Item)
 - Case No. 19-02 Expulsion (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 & Sawhney, LLP
 Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel – Administrators, Classified Management, Confidential

4. Pursuant to Section 54957 of the Government Code and Section 44943 of the Education Code
 the Board will consider personnel matters, including:
 Public Employee(s) Discipline/Dismissal/Release
 Reassignment, Appointment
 - Appointment Recommendation: Director of Facilities

A.9. Reconvene to Open Session (7:00 PM)

A.10. Report Out of Closed Session

A.11. Introduction of Newly Appointed Oxnard School District Administrators (Vaca)

Introduction of Newly Appointed Oxnard School District Administrators:

- Rosario Almanza, Interim Principal, Elm Street School
- Gabriela Torres, Assistant Principal, Kamala School

A.12. Transportation Department Annual Report (Penanhoat/Briscoe)

The Administration will provide a presentation on Transportation Department safety, program accomplishments and goals.

A.13. Report on 2019 Facilities Summer Projects (Penanhoat/Cooper/De Leon)

The Administration will provide a presentation on Facilities projects accomplished during the summer of 2019.

**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) / Comentarios del Público (3 minutos para cada ponente)

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

B.2. Approval of Hearing to present finding of Sufficient Instructional Materials for 2019-2020 Resolution #19-12 (DeGenna/Thomas)

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees adopt the Resolution #19-12 of sufficiency of instructional materials. A resolution of sufficiency of instructional materials releases the remainder of the textbook funds not yet spent.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Cordes ____, Vega ____, O'Leary ____, Madrigal Lopez ____, Robles-Solis ____

B.3. Conduct Public Hearing to Sunshine the California School Employees Association's, Chapter #272 (CSEA) and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board conduct the Public Hearing to Sunshine CSEA and the District's initial proposals for negotiations for the 2019-20 school year. Informational only.

Public Comment:

Presentation:

Moved:

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

Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

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:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

It is recommended that the Board approve the following consent agenda items:

C.1. Approval to attend Out of State Conference – Kansas City, Missouri (DeGenna/Thomas)

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the out-of-state conference attendance as outlined above. Amount not to exceed \$3,000.00 for registration, airfare, ground travel, lodging and meals, to be paid from ASES funds.

C.2. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment, and increase of the positions as presented.

- Cost for Director, Network Operations - \$153,568 General funds
- Cost for Site Technology Coordinator - \$101,634 General funds
- Cost for Information Technology Project Coordinator - \$101,634 General funds
- Cost for Office Assistant II - \$49,326 General funds
- Cost for 4 Paraeducator III’s - \$117,700 Special Ed
- Savings for 3 Paraeducator I’s - \$82,017 Special Ed
- Savings for Paraeducator I - \$24,570 - 58%General 42% Site funds
- Cost for Campus Assistant - \$5,909 General funds

C.3. Personnel Actions (Vaca/Nair-Villano)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

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

C.4. Approval of Agreement #19-103 – Oxnard Performing Arts & Convention Center (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-103 with the Oxnard Performing Arts Center. Amount not to exceed \$5,312.00, to be paid from the General Fund.

C.5. Approval of Agreement #19-110 – Leverage Learning Group Inc. (DeGenna)

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-110 with Leverage Learning Group Inc. Amount not to exceed \$35,200.00, to be paid with Title II funds.

C.6. Approval of Agreement/MOU #19-111 – New West Symphony (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-111 with New West Symphony. Amount not to exceed \$5,600.00, to be paid with Title 1 funds (\$350.00 per school site).

C.7. Approval of Agreement #19-113 – Hip Hop Mindset (DeGenna/Ordaz)

It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-113 with Hip Hop Mindset. Amount not to exceed \$9,600.00, to be paid with Supplemental Concentration funds.

C.8. Approval of Agreement #19-117 - Panorama Education (DeGenna/Ridge)

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-117 with Panorama Education. Amount not to exceed \$125,000.00, to be paid with MAA funds.

C.9. Approval of Agreement #19-118 - Ventura County Office of Education/SELPA (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-118 with the Ventura County Office of Education/SELPA. Amount not to exceed \$15,840.00, to be paid with MAA funds.

C.10. Approval of Agreement #19-01 – Tyler Technologies Inc. (Penanhoat/Briscoe)

It is the recommendation of the Director, Transportation Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-01 with Tyler Technologies Inc. A 3-Year total amount not to exceed \$51,992.50, to be paid from the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.11. Ratification of Agreement #18-242 - Assistance League, Non-Public School, NPS (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-242 with Assistance League School, NPS.

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

Amount not to exceed \$2,000.00, to be paid with Special Education funds.

C.12. Ratification of Amendment #2 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-05 with Maxim Healthcare Services Inc. No additional funding is required to include these services.

C.13. Ratification of Agreement #19-108 - Assistance League, Non-Public School, NPS (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #19-108 with Assistance League School, NPS. Amount not to exceed \$12,650.00, to be paid with Special Education funds.

C.14. Ratification of Agreement/MOU #19-112 – R.M. Pyles Boys Camp (DeGenna/Ridge)

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-112 with R.M. Pyles Boys Camp.

C.15. Ratification of Agreement/MOU #19-115 – New Dawn Counseling & Consulting Inc. (DeGenna/Ridge)

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-115 with New Dawn Counseling & Consulting Inc.

C.16. Ratification of Agreement/MOU #19-114, Children’s Resource Program/Ventura County Medical Resource Foundation (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-114 with Children’s Resource Program/Ventura County Medical Resource Foundation.

C.17. Ratification of Agreement/MOU #19-116, Big Brothers Big Sisters of Ventura County (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-116 with Big Brothers Big Sisters of Ventura County.

C.18. Ratification of Agreement #19-119 – Auditory Processing Center of Pasadena (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-119 with Auditory Processing Center of Pasadena. Amount not to exceed \$10,000.00 (per attached proposal/rate sheet), to be paid with Special Education funds.

C.19. Ratification of Agreement/MOU #19-120 – Channel Islands Lions Club (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that

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

the Board of Trustees ratify Agreement/MOU #19-120 with the Channel Islands Lions Club.

C.20. Ratification of Agreement/MOU #19-121 – Forever Found (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #19-121 with Forever Found.

C.21. Ratification of Agreement #19-123 – LingPerfect Translations, Inc. (DeGenna/Batista)

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-123 with LingPerfect Translations, Inc. Amount not to exceed \$3,000.00, to be paid with Title I funds.

C.22. Ratification of Agreement #19-126 – The Bodine Group (Vaca)

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #19-126 with The Bodine Group, in the amount not to exceed \$21,000.00, plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations funds.

Section D: ACTION ITEMS

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

D.1. Adoption of Resolution #19-11 Authorizing the Issuance and Sale of 2019 Refunding General Obligation Bonds (Federally Taxable) in the Principal Amount of Not To Exceed \$37,500,000 for the Purpose of Refinancing Outstanding General Obligation Bonds and Refunding Bonds, and Approving Documents and Official Actions Relating Thereto (Aguilera-Fort/Penanhoat/CFW)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees Adopt Resolution #19-11 Authorizing Issuance of 2019 Refunding General Obligation Bonds as outlined.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

D.2. Request for Rejection of Amendment No. 001 to Lease-Leaseback Agreements #17-170(R), #17-171(R), and #17-172(R) to establish a Guaranteed Maximum Price (GMP) between the Oxnard School District and Swinerton Builders to provide Lease-Leaseback Construction Services for the Seabridge K-5 Elementary School Project (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees reject Amendment #001 to Construction Services

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

Agreements #17-170(R), #17-171(R), and #17-172(R) with Swinerton Builders to provide Construction Services related to the Seabridge K-5 Elementary School Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code. No fiscal impact at this time.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

E.1. Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:
September 18, 2019, Regular Board Meeting

Section F: BOARD POLICIES

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

F.1. First Reading of Board Policies, Regulations and Bylaws

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

Students:

AR 5113 – Absences and Excuses - Dr. DeGenna

BP 5146 – Married/Pregnancy/Parenting Students - Dr. DeGenna

Instruction:

AR 6173.2 – Education of Children of Military Families - Dr. DeGenna

AR 6183 – Home and Hospital Instruction - Dr. DeGenna

F.2. Second Reading of Board Policies, Regulations and Bylaws

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

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

Students:

BP/AR 5111 – Admissions - Dr. DeGenna

Motion:

Second:

ROLL CALL:

Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

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.

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

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.

G.3. ADJOURNMENT

Moved:
Seconded:
Vote:

Time Adjourned: _____

ROLL CALL:

Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

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



Home of the Rams

Driffill School

TK-8





Mission

Driffill empowers children to achieve excellence.

Vision

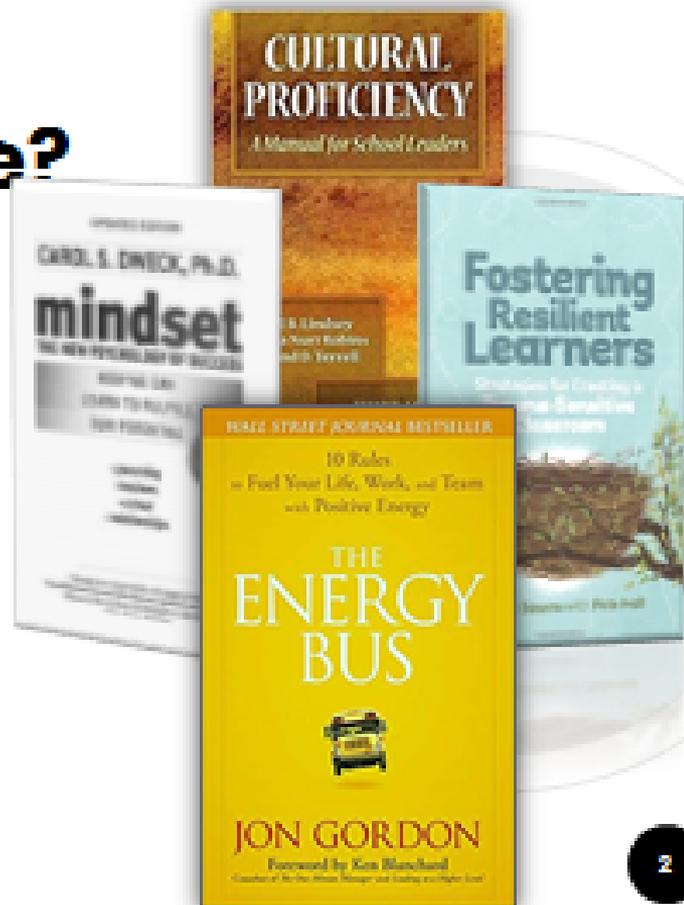
Driffill aims to provide students with an outstanding education and promote global perspective. Our curricular program integrates technology, environmental science, a dual language immersion program and inquiry-based learning to deepen academic knowledge.



How did we get here?

RE BRANDING
AVID
GROWTH MINDSET
University
PARTNERSHIPS
PBIS
DUAL K 4
PLC'S
AUTISM PROGRAMS K 8
RELATIONSHIPS

SPORTS
CULTURAL PROFICIENCY
CONNECTIONS
PARENT EDUCATION
K 8 STAFF
DEVELOPMENT



Our Main Focus

Instructional

Standards Based

Instruction

Tier 1

Biliteracy/Dual TK-5

Unit Roll-outs

Data Talks

Strong PLCs

Systems

Cultural Proficiency

Growth Mindset

College Readiness

AVID School Wide

PBIS

Community Service

Parent Education

Strand Focus

Science Units: Environmental Science

Composting w/Worms

Drought Resistant Plants

The Life Cycle

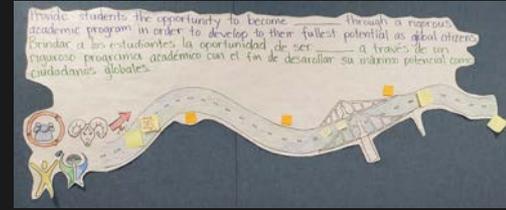
Barn Owl Pellets

The Flow of Energy

Water Consumption

Decomposing/Recycling

Survival Water Filtration



Goal 1:

All students will reach high academic standards in reading and mathematics.



To increase the capacity of teachers to deliver effective data-driven instruction with an emphasis on Tier 1 instruction.



To provide equipment, materials, and technology resources that support high quality instruction.



To provide opportunities for teachers to collaborate to improve teaching and learning.

Goal 2:

Driffill will foster a learning environment that is safe, drug-free, and nurturing where the social-emotional, health, and well-being needs of all students are met.



To increase student connections to peers, school, and staff.



To decrease the absentee and suspension rates



To increase positive behavior



To provide wrap-around services to ensure students come to school ready to learn

Goal 3:

Families will be welcomed and afforded meaningful and productive opportunities to participate in their child's academic and social-emotional growth.



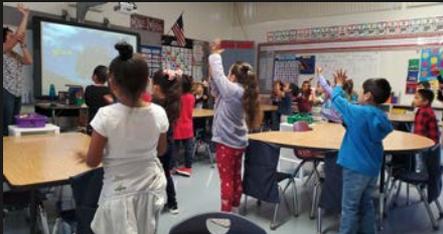
To increase communication through websites and social media so parents and community are informed about district and school instructional programs and activities



To facilitate parent involvement in the educational and social-emotional well-being of their children

Connecting it all

Staff, Students, Families With a strong/ solid Foundation.



Driffill Empowers Children to **Achieve** Excellence

Academics

Mindset

HOW?

Strong PLC's:

Focus on Mastery of
Essential Standards (SEI)
and Units (DLI)

Tier I Instruction

Avid Strategies
Technology
Global Perspective

P.B.I.S.



Guidelines for Success
Making connections: Students,
Families, Communities
Structure/Expectation
Positive Incentives
Cultural Proficiency
Sports

Did we Succeed?

Data/Assessments
IAB's, STAR, Maravillas, Unit Tests
Attendance, Referrals, Suspensions



Positive Behavior Interventions and Support (PBIS)

An approach to **maintaining** a school **climate** and **culture** whereby students are **supported** toward **engaged learning** and **meaningful participation** within a **safe** and **respectful** environment.



Guidelines For Success



Driffill's 3'R Protocol

Guidelines for Success

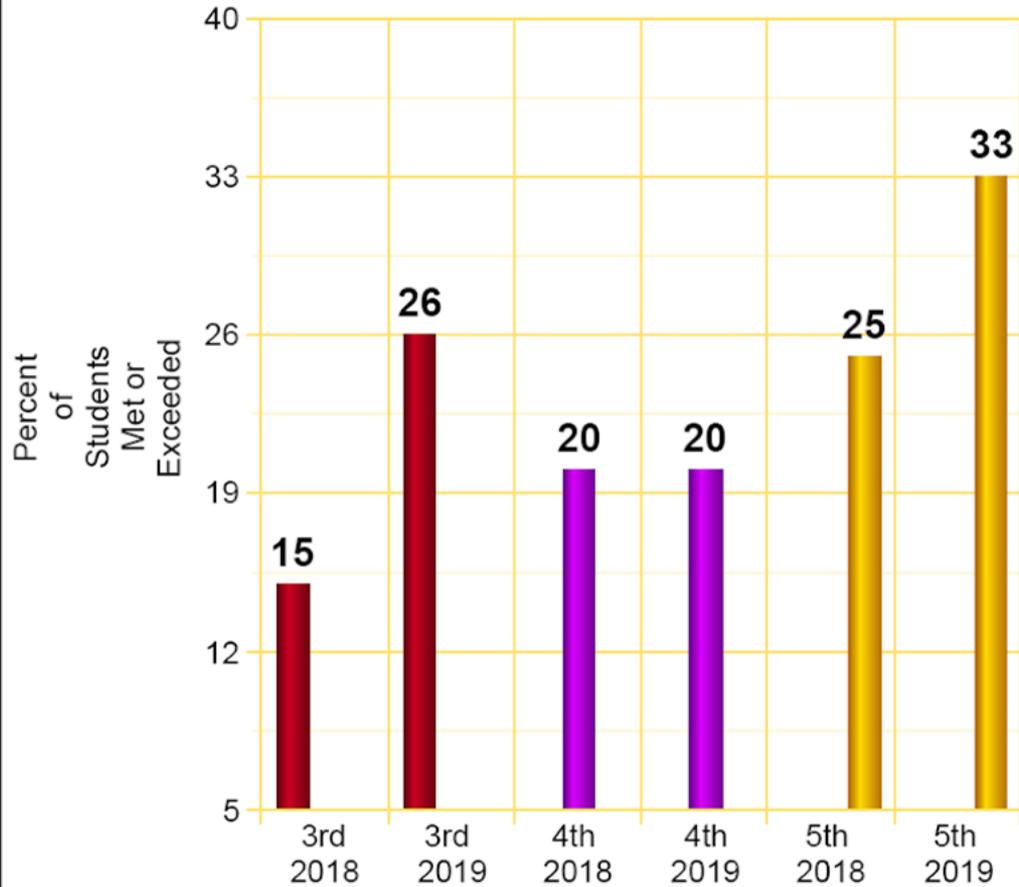
DRIFFILL  RAMS

Respectful.
Responsible.
Remain in the
growth mindset.

DRIFFILL  RAMS

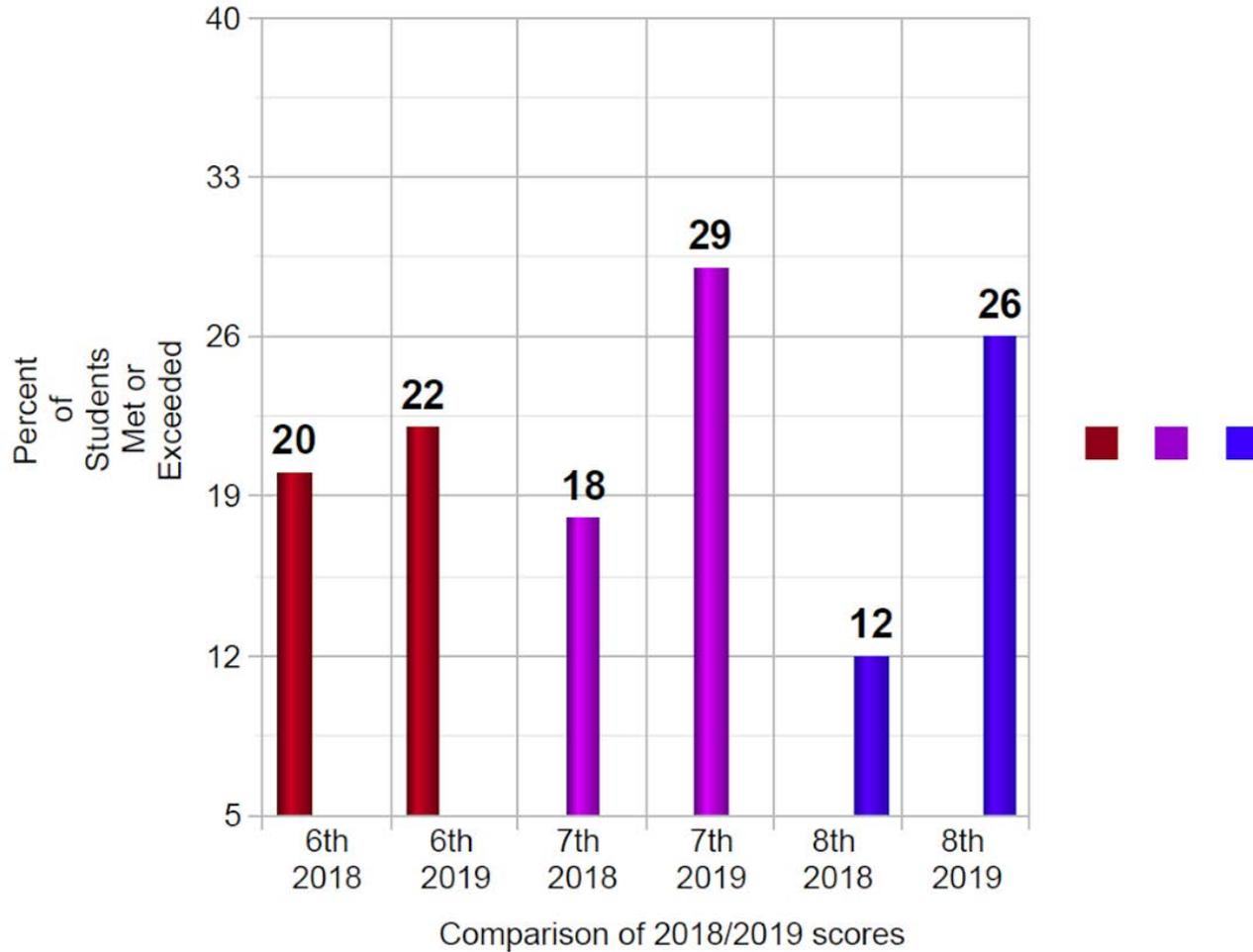
Respetuoso.
Responsable.
Mantener la Mentalidad
de Crecimiento.

CAASPP ELA Scores

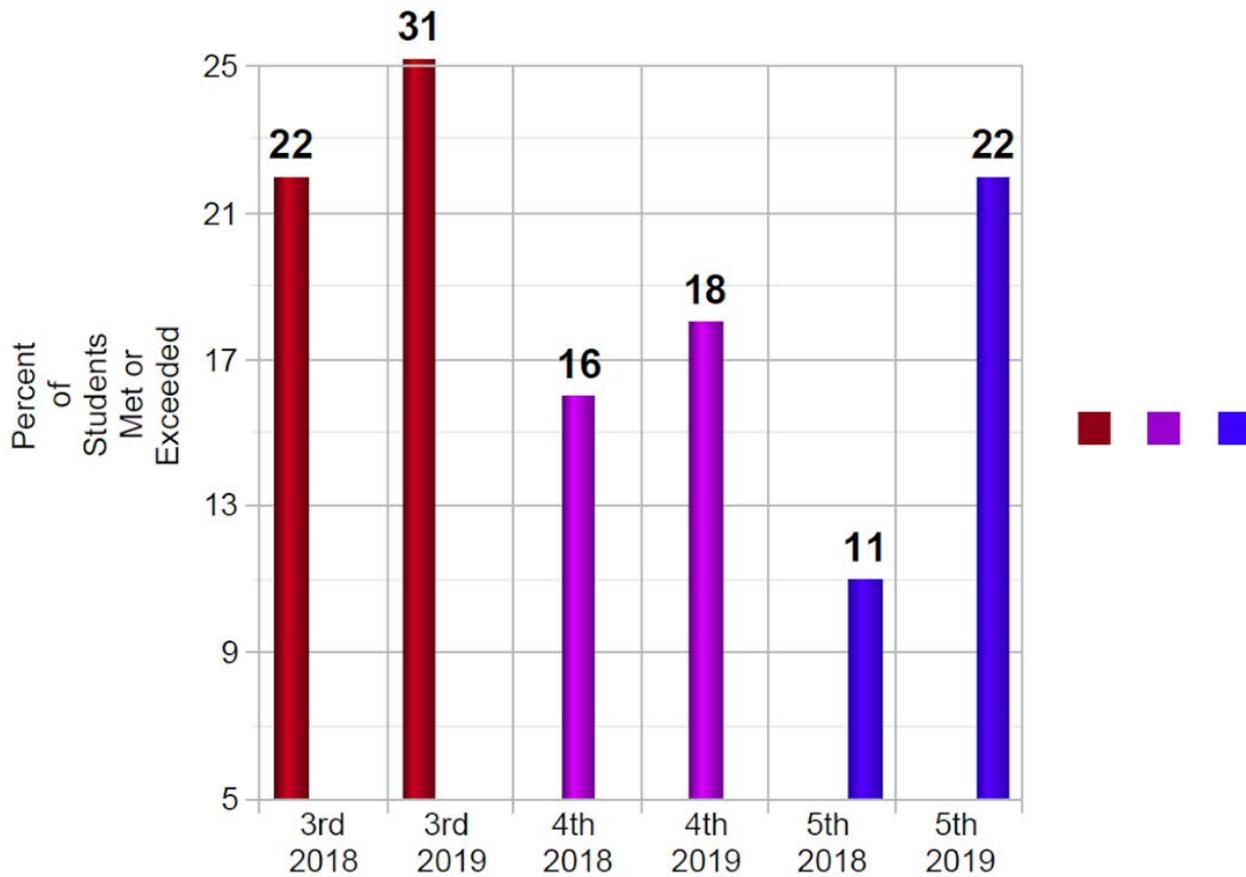


Comparison of 2018/2019 scores

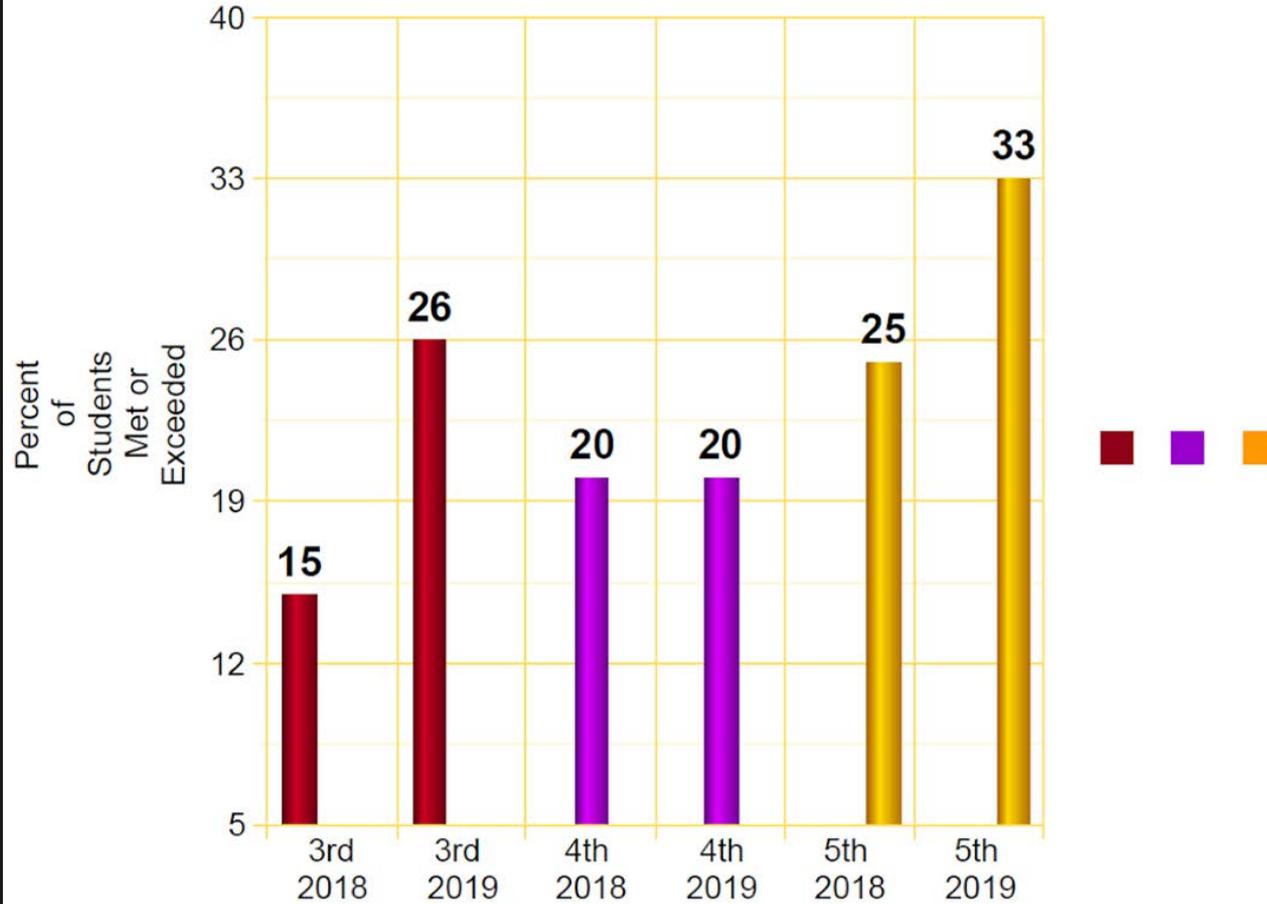
CAASPP ELA Scores



CAASPP Math Scores



CAASPP ELA Scores



PLCs

Professional Learning Community

Collaboration Cycle

Inquiry

What learning needs do our students have?

Design

Collaborate with colleagues on designing an activity. How will it be assessed.

Evaluate

Are we making an impact?
What changes do we need to make?

Reflect

How did OUR students do?

Share

Share your assessments with your colleagues.

Teach

Teach the activity!

Assess

How did YOUR students do?



@CraigMah







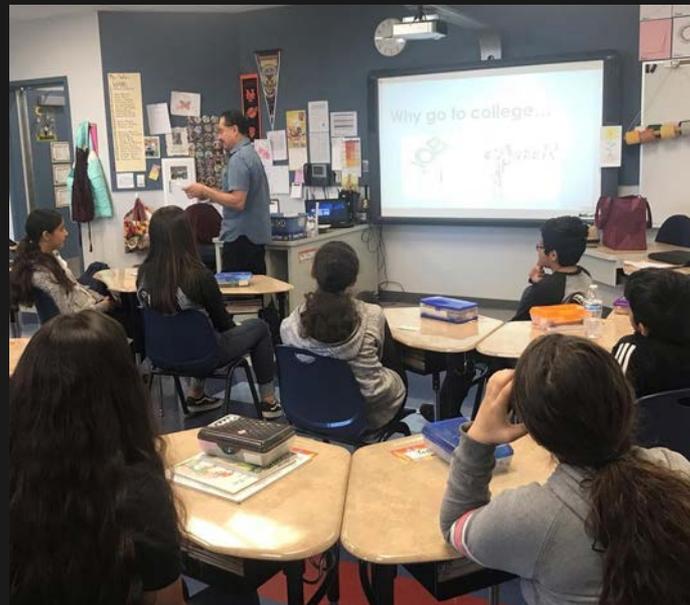
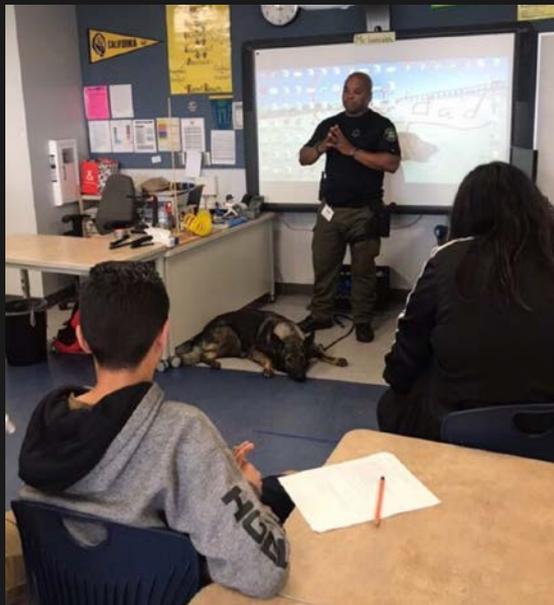
DLI





AVID School Wide

College and Career Readiness





Join the Driffill Running Club!

Open to all 6th-8th grade students
We will train for two 5k races:
December 8, 2019 - Santa to the Sea 5k
April 26, 2020 - Race for Autism 5k

Meeting: Wednesday Sept. 25 - lunchtime
Grab your lunch and meet in Mrs. Jeworski's classroom (room 205)... see you there!



Aut2Run
5K TSM SOCIETY
Venture County



Extra Curriculum Support



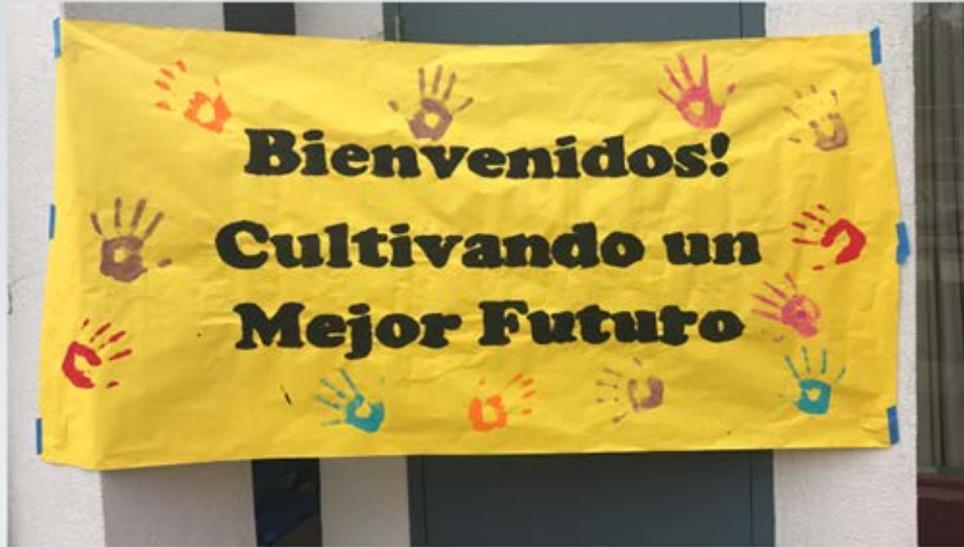




Parent Engagement



Parent Meet and Greets
Middle School Orientation



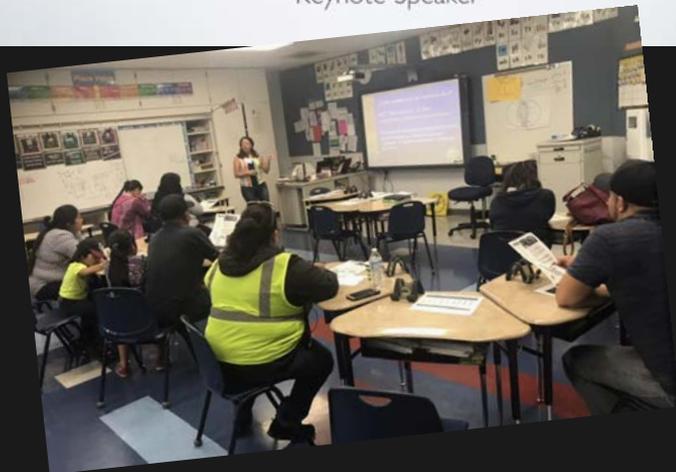
FAMILY CONFERENCE

"Cultivating a Better Future"



EVELYN ESSENWANGER

Deputy District Attorney
Keynote Speaker





PTA Board



Recognition



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 9, 2019

Agenda Section: Section A: Report

Study Session: ELPAC Report (DeGenna/Batista)

The Board of Trustees will receive a report on changes to the ELPAC scale cut scores for 2019 and Reclassification criteria by the California Department of Education will be presented.

FISCAL IMPACT:

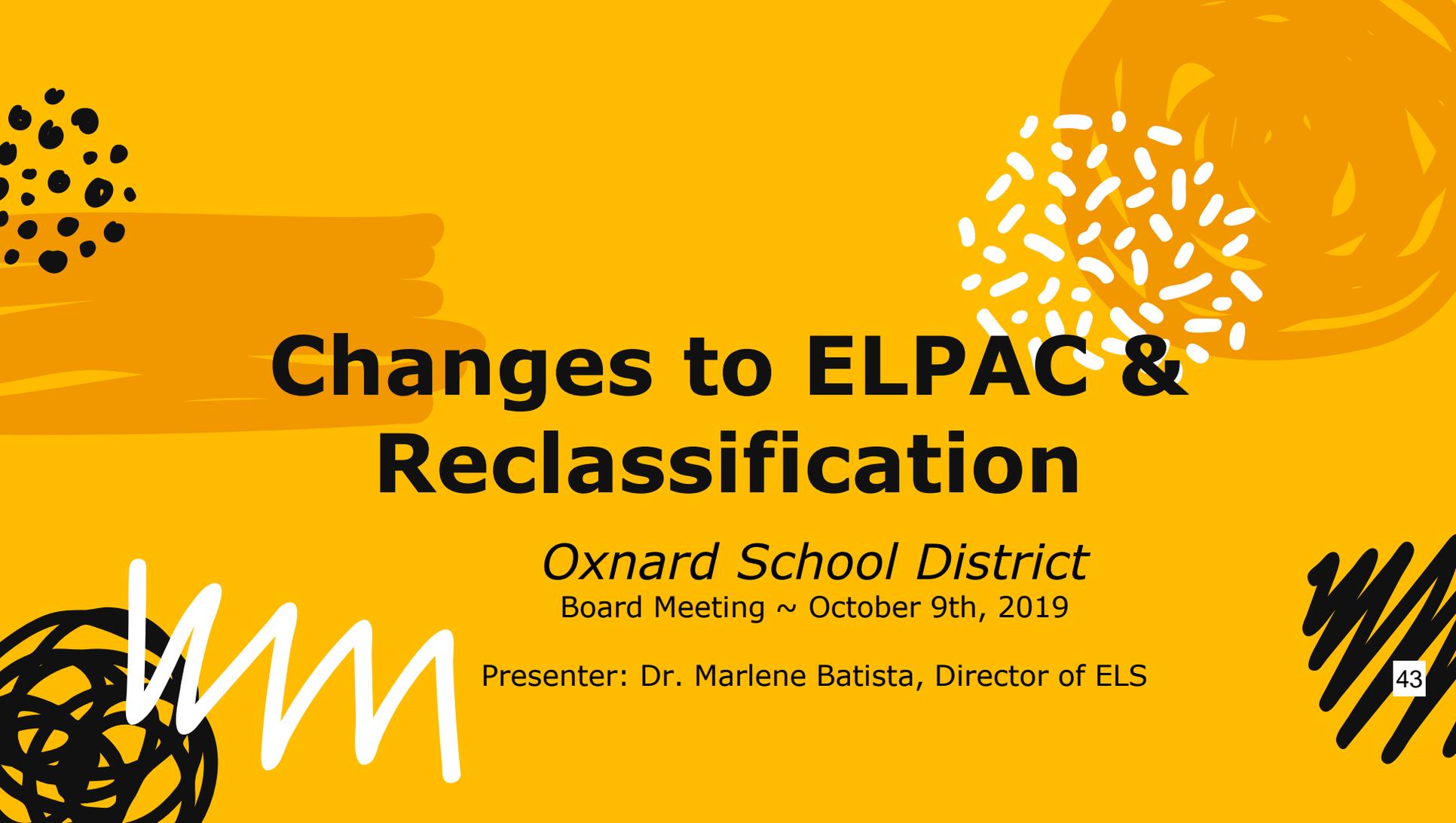
None.

RECOMMENDATION:

It is the recommendation of the Director of English Learner Services and the Assistant Superintendent Educational Services, that the Board of Trustees receive the report as presented.

ADDITIONAL MATERIALS:

Attached: [Changes to ELPAC and Reclassification Report](#)



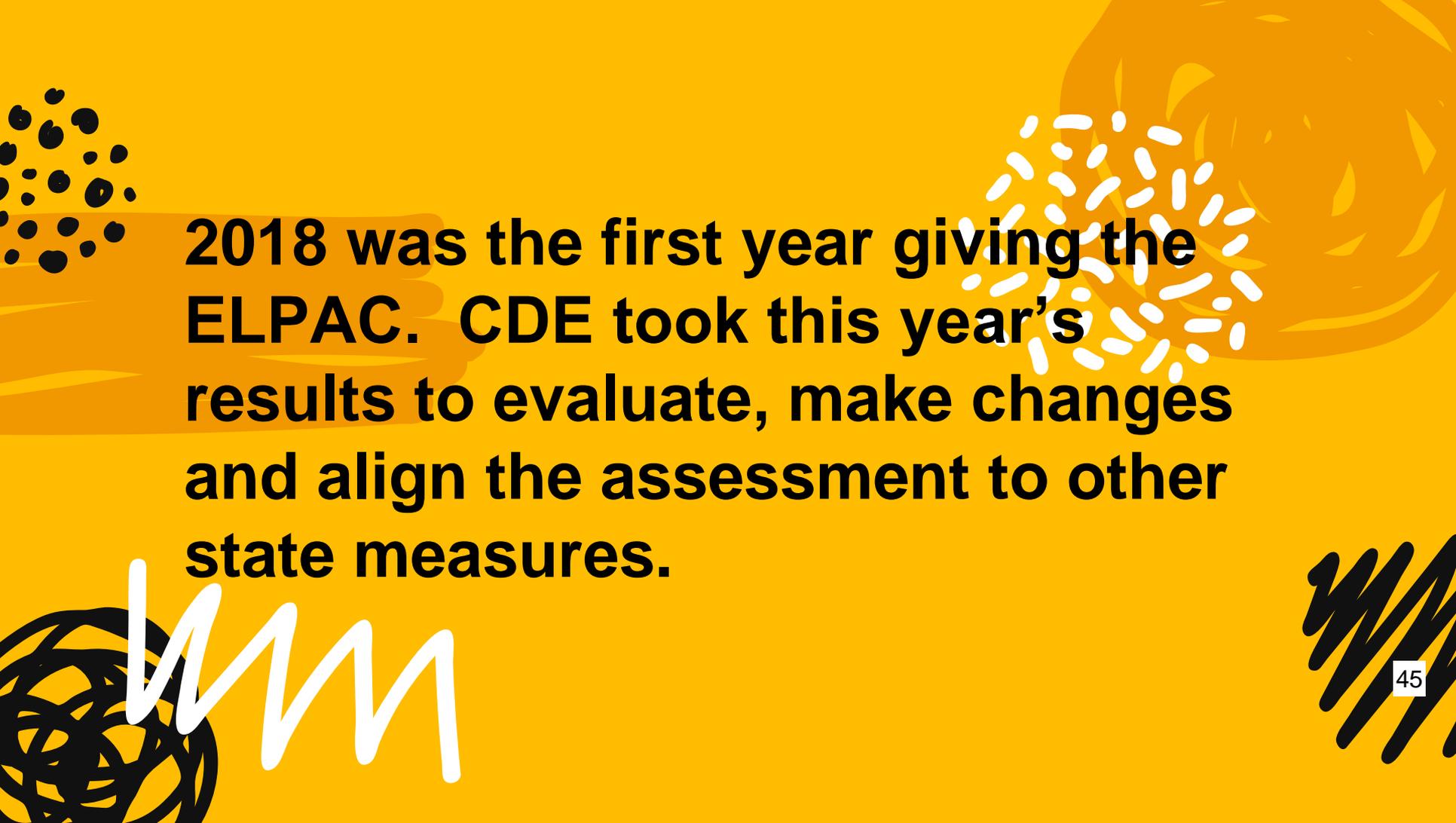
Changes to ELPAC & Reclassification

Oxnard School District
Board Meeting ~ October 9th, 2019

Presenter: Dr. Marlene Batista, Director of ELS



Why the Changes?



2018 was the first year giving the ELPAC. CDE took this year's results to evaluate, make changes and align the assessment to other state measures.

A stylized illustration in white lines on a yellow background. It features a large sun in the background, a rocket ship on the left, a planet with rings on the right, and two stars. The text 'What changes were made?' is written in bold black letters, with the second line 'were made?' highlighted by a white brushstroke effect.

**What changes
were made?**

ELPAC Cut Scores 2018 vs 2019

2018

| Grade | Level 1 | Level 2 | Level 3 | Level 4 |
|-------|-----------|-----------|-----------|-----------|
| K | 1150-1378 | 1379-1413 | 1414-1443 | 1444-1700 |
| 1 | 1150-1414 | 1415-1436 | 1437-1466 | 1467-1700 |
| 2 | 1150-1419 | 1420-1446 | 1447-1488 | 1489-1700 |
| 3-5 | 1150-1458 | 1459-1489 | 1490-1538 | 1539-1800 |
| 6-8 | 1150-1472 | 1473-1510 | 1511-1553 | 1554-1900 |

ELPAC Cut Scores 2018 vs 2019

2019

| Grade | Level 1 | Level 2 | Level 3 | Level 4 |
|-------|-----------|-----------|-----------|-----------|
| K | 1150-1373 | 1374-1421 | 1422-1473 | 1474-1700 |
| 1 | 1150-1410 | 1411-1454 | 1455-1506 | 1507-1700 |
| 2 | 1150-1423 | 1424-1470 | 1471-1531 | 1532-1700 |
| 3 | 1150-1447 | 1448-1487 | 1488-1534 | 1535-1800 |
| 4 | 1150-1458 | 1459-1498 | 1499-1548 | 1549-1800 |
| 5 | 1150-1466 | 1467-1513 | 1514-1559 | 1560-1800 |
| 6 | 1150-1474 | 1475-1516 | 1517-1566 | 1567-1900 |
| 7 | 1150-1480 | 1481-1526 | 1527-1575 | 1576-1900 |
| 8 | 1150-1485 | 1486-1533 | 1534-1589 | 1590-1900 |

Major Differences/Trends

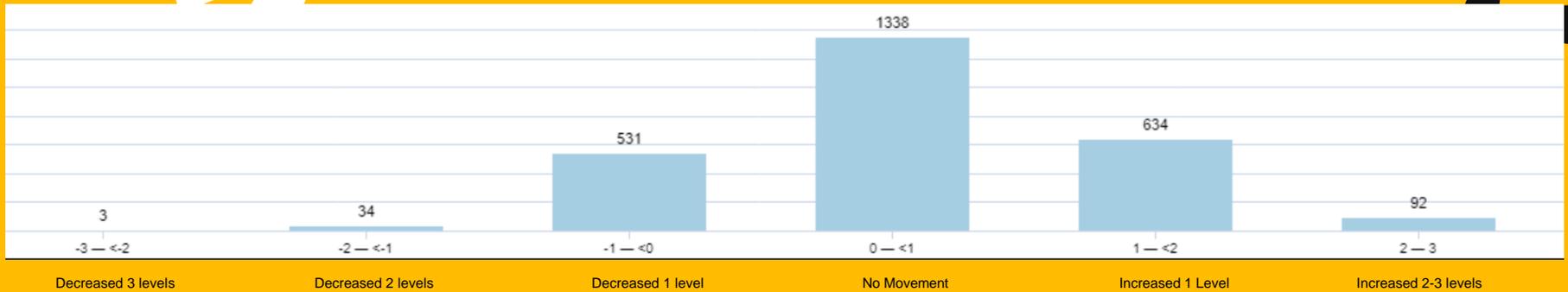
- All grade levels were separated and given their own scale score range even if they take the same test (3-5, 6-8)
- The Level 1 range is smaller, so students exit Level 1 more easily
- Level 2 and 3 ranges are larger, meaning the maximum range in these two levels is up to 30 points higher than 2018
- Level 4 minimum score is up to 43 points higher in some grade levels

Level 4 Minimum Score Differences

| Grade Level | 2018 | 2019 | Difference |
|-------------|------|------|------------|
| K | 1444 | 1474 | +30 |
| 1 | 1467 | 1507 | +40 |
| 2 | 1489 | 1532 | +43 |
| 3 | 1539 | 1535 | -4 |
| 4 | 1539 | 1549 | +10 |
| 5 | 1539 | 1560 | +21 |
| 6 | 1554 | 1567 | +13 |
| 7 | 1554 | 1576 | +22 |
| 8 | 1554 | 1590 | +36 |

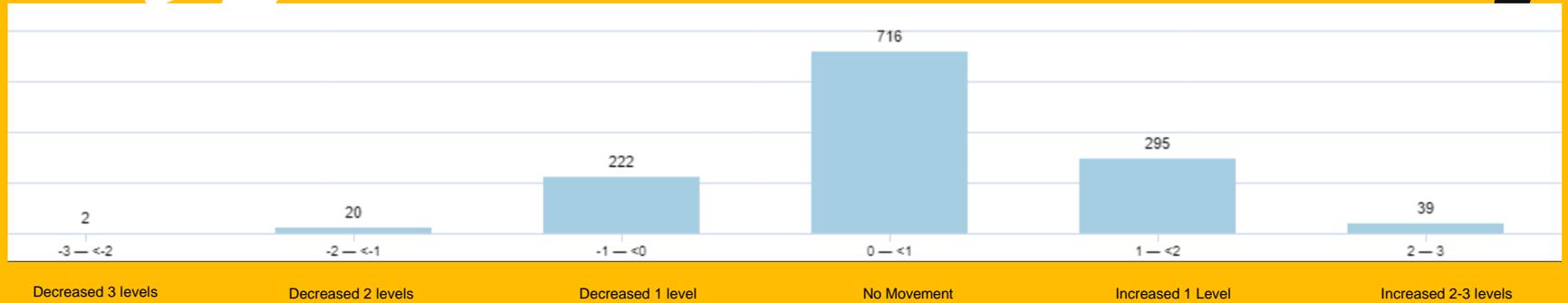
ELPAC Level Growth Chart

3rd-5th



ELPAC Level Growth Chart

6th-8th





Changes to Reclassification

Criteria for Reclassification

- Last year CDE gave districts the flexibility to create their own Reclassification Criteria
- OSD used the following criteria:
 - ELPAC level 4 for K-2, or level mid-3 to 4 for 3rd-8th

3rd – 1514

4th – 1514

5th – 1514

6th – 1532

7th – 1532

8th – 1532

-SBAC 2 or higher OR

-STAR Reading 25% or higher

Criteria for Reclassification

- This year the CDE has mandated that students must have an Overall 4 on ELPAC to reclassify
- New OSD criteria:

-ELPAC level 4 for K-8

K - 1474 (+30)

5th – 1560 (+46)

1st – 1507 (+40)

6th – 1567 (+35)

2nd – 1532 (+43)

7th – 1570 (+44)

3rd – 1535 (+21)

8th – 1590 (+58)

4th – 1549 (+35)

-SBAC 2 or higher OR

-STAR Reading 25% or higher



**How will this effect
OSD outcomes?**

Reclassification

2018-19



TOTAL 18-19:
1239

| Grade | Total RFEF | Total GenEd Level 3 | Total SPED Reclass |
|-----------------|------------|---------------------|--------------------|
| 2 nd | 1 | 0 | 0 |
| 3 rd | 6 | 0 | 0 |
| 4 th | 498 | 2 | 10 |
| 5 th | 241 | 129 | 40 |
| 6 th | 241 | 116 | 61 |
| 7 th | 164 | 54 | 24 |
| 8 th | 88 | 37 | 21 |

Current Eligible Reclassification

2019-20



TOTAL 19-20:
430

| Grade | Total RFEP | Total SPED Reclass |
|-----------------|------------|--------------------|
| 3 rd | 218 | TBD |
| 4 th | 31 | TBD |
| 5 th | 104 | TBD |
| 6 th | 77 | TBD |
| 7 th | 0 | TBD |
| 8 th | 0 | TBD |

Current Potential Reclassifications 2019-20

TOTAL 19-20:

430

Total Potential:

86

**Maximum General Ed.
Reclassification 19-20:**

516

| Grade | Total Potential RFEP |
|-----------------|----------------------|
| 3 rd | 0 |
| 4 th | 2 |
| 5 th | 21 |
| 6 th | 30 |
| 7 th | 15 |
| 8 th | 18 |

In Summary

- **Two major changes by CDE affecting our EL students this year:**
 - Designation of an Overall 4 on the ELPAC for reclassification
 - Changes to the scale scores on ELPAC for all grade levels making it more difficult to achieve a level 4
- Despite the fact that our reclassification scores went down significantly this does not reflect truly on how our EL students are doing



Now What?

Utilize Ellevation to analyze data and make instructional decisions based on this information

- x Field testing new computerized ELPAC in October so staff is familiar with the new assessment
- x Compare scale scores to scale scores this year to see if students grew even if they didn't move Levels!
- x Analyze our Reclassification criteria to ensure it is rigorous and in line with ELPAC



Questions??

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 9, 2019

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (Vaca)

Introduction of Newly Appointed Oxnard School District Administrators:

- Rosario Almanza, Interim Principal, Elm Street School
- Gabriela Torres, Assistant Principal, Kamala

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational only.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 9, 2019

Agenda Section: Section A: Report

Transportation Department Annual Report (Penanhoat/Briscoe)

The Administration will provide a presentation on Transportation Department safety, program accomplishments and goals.

FISCAL IMPACT:

None.

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

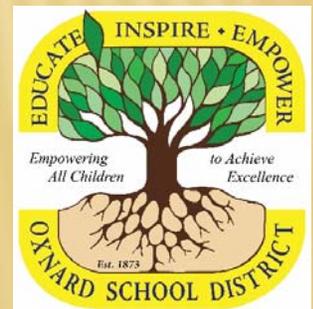
Attached: [Transportation Services 2018-19 Annual Report \(14 pages\)](#)

Transportation Services 2018-2019 Annual Report

October 9, 2019 Board Meeting



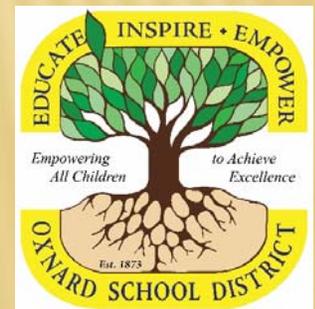
**PRESENTED BY
TONY BRISCOE, TRANSPORTATION
DIRECTOR**



Transportation Services

VISION

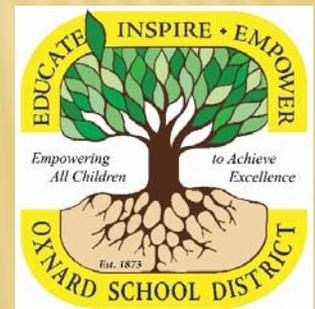
*Transporting Children safe and on-time – Empowering
Them to Achieve Excellence*



Transportation Services

MISSION

Transport passengers in a safe, professional, efficient and cost-effective manner to ensure student access to educational programs, promote regular attendance and reduce tardiness, so that the pupils we serve may enhance their educational journey and extend their horizons beyond their everyday world.



TOTAL ROUTES

5 - YEAR HISTORY

| 2014-2015 | 2015-2016 | 2016-2017 | 2017-2018 | 2018-2019 |
|-----------|-----------|-----------|-----------|-----------|
| 53 | 54 | 55 | 59 | 66 |

TRANSPORTATION INFORMATION

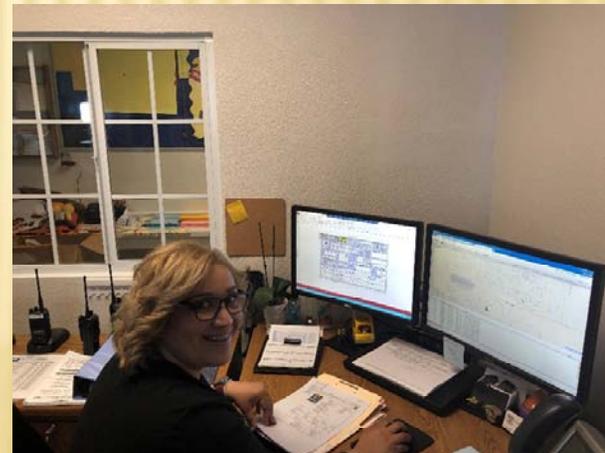
❖ DISTRICT OPERATIONS

- 11- Routes (7- School Bus and 4 - MPV Vans)
 - 1 - Director
 - 1 - Secretary
 - 1 - Transportation Scheduler/Router
 - 1 - Dispatcher/Assistant Router
 - 7 - School Bus Drivers
 - 4 - Transportation Drivers
 - 1 - Cover Driver/Office Assistant
 - 1 - Vehicle Equipment Mechanic



❖ DURHAM SCHOOL SERVICES

- 55 Contracted School Bus Routes
 - 1 - General Manager
 - 1 - Operations Supervisor
 - 1 - Dispatcher
 - 1 - State Certified Instructor
 - 55 - School Bus Drivers
 - 9 - Cover Drivers
 - 3 - Mechanics



PROGRAMS AND SERVICES

- ❖ Home-to-School Transportation
 - Academies (6-8 grade)
 - Administrative
 - Foster Youth
 - General Education
 - McKinney-Vento Transportation
 - Opportunity
 - Overflow
 - Special Education
- ❖ Services for Migrant Education
- ❖ Extended School Year



PROGRAMS AND SERVICES CONTINUED

❖ Services for Field Trips and Extra-Curricular Activities

| | 2016 - 2017 | 2017 - 2018 | 2018 - 2019 |
|---------------------------------------|-------------|-------------|-------------|
| # Trips | 710 | 706 | 675 |
| # of Buses | 1150 | 1030 | 999 |
| # Motor Pool Trips (Passenger Van) | 6 | 3 | 5 |

SAFETY RECORD

OXNARD SCHOOL DISTRICT

DURHAM SCHOOL SERVICES

Preventable

Non-Preventable

Preventable

Non-Preventable

2016-2017

0

0

4

4

2017-2018

0

0

4

4

2018-2019

0

0

5

7

ANNUAL TERMINAL INSPECTION

| OXNARD SCHOOL DISTRICT | DURHAM SCHOOL SERVICES |
|------------------------|------------------------|
| 2017 | |
| Satisfactory | Satisfactory |
| 2018 | |
| Satisfactory | Satisfactory |
| 2019 | |
| Satisfactory | Satisfactory |

TECHNOLOGY

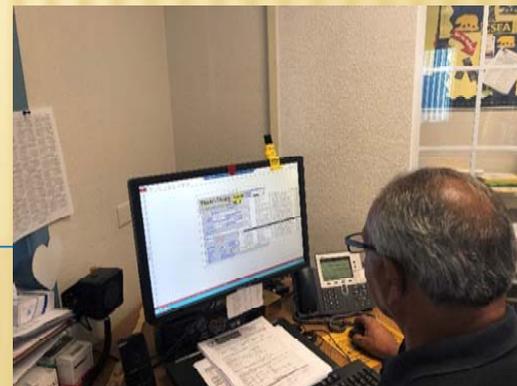
- ❖ GPS
- ❖ Telematics (Reports Vehicle speed, stopping, door open, door closed, red lights, stop light)
- ❖ Cameras
- ❖ Transportation Data Management System
 - ❖ Pupil Database
 - ❖ Driver Database
 - ❖ Web-based Field Trip Reservation
 - ❖ Fleet Maintenance Database
 - ❖ Safety and Training Database
 - ❖ Routing Software
 - ❖ Dispatch Center

ACCOMPLISHMENTS

- ❖ District drivers have not had a chargeable or preventable school bus accident since May 2014
- ❖ Highest rating on CHP terminal inspections

FUTURE

- ❖ CNG Tank Replacement Grant – Bus 06
- ❖ Student Tracking System – Pilot Program 2019-20
- ❖ Research and Analysis
 - ❖ Collaboration with Ocean View School District
 - ❖ Electric Bus



OXNARD PD BACK-TO-SCHOOL SAFETY





**QUESTIONS?
THANK YOU!**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 9, 2019

Agenda Section: Section A: Report

Report on 2019 Facilities Summer Projects (Penanhoat/Cooper/De Leon)

The Administration will provide a presentation on Facilities projects accomplished during the summer of 2019.

FISCAL IMPACT:

None.

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

Attached: [PowerPoint Presentation - 2018-19 Summer Projects \(65 pages\)](#)



2018-2019 Summer Projects

OSD FACILITIES DEPARTMENT

PRESENTED BY

FACILITIES DEPARTMENT

BOARD OF TRUSTEES MEETING OCTOBER 9, 2019

LCAP GOAL ALIGNMENT

State Priorities

Priority 1: Basic Services addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair

DISTRICTWIDE FACILITIES

27 Sites:

- ▶ 21 Schools
- ▶ ESC (District Office)
- ▶ OSC (Facilities)
- ▶ Warehouse & Transportation
- ▶ Enrollment Center
- ▶ Vacant Land (Seabridge)
- ▶ Vacant Land (Doris Patterson)

Total building square footage:

- Approx. 1.4 million square feet

Total property acreage:

- Approx. 260 acres

FACILITIES ANNUAL BUDGET 2018-2019 REVIEW

| | |
|---|----------------------------------|
| Routine Restricted Maintenance (includes approx. \$3.8 Million in salaries and benefits) | \$5.8 Million (approximately) |
| Deferred Maintenance (LCAP) | \$1.5 Million |

SUPPLEMENTAL FUNDS

Williams Act (14/15)

2018-2019 DEFERRED MAINTENANCE BUDGET ALLOCATIONS

| | |
|---|--------------------|
| Asphalt Repair | \$ 200,000 |
| Flooring Repair | \$ 100,000 |
| Painting Projects | \$ 100,000 |
| Roofing Replacement | \$ 650,000 |
| Plumbing Repair | \$ 50,000 |
| Electrical / Lighting Repair | \$ 75,000 |
| HVAC Repair | \$ 175,000 |
| Remodel – Miscellaneous exterior / site | \$ 150,000 |
| Total | \$1,500,000 |

2018-2019 DEFERRED MAINTENANCE AWARDED PROJECTS

| | |
|---|--------------------|
| Asphalt Repair | \$ 139,590 |
| Flooring Repair | \$ 74,367 |
| Painting Projects | \$ 137,500 |
| Roofing Replacement | \$ 638,766 |
| Plumbing Repair | \$ 48,410 |
| Electrical / Lighting Repair | \$ 15,850 |
| HVAC Repair | \$ 52,510 |
| Remodel – Miscellaneous exterior / site | \$ 217,095 |
| Total | \$1,324,088 |

BREKKE ASPHALT 140,000 SQ. FT. OF PAVING SURFACE

- ▶ Brekke Parking Lot – 37,000 Sq. Ft.
- ▶ Brekke Playground – 57,000 Sq. Ft.
- ▶ Brekke Basketball Courts – 38,000 Sq. Ft.
- ▶ Brekke Kindergarten Playground – 8,000 Sq. Ft.

Brekke Parking Lot

SURFACE DETERIORATION

INADEQUATE DRAINAGE

LARGE CRACKS WITH WEED
GROWTH

WATER INTRUSION



Brekke Parking Lot

CRACK FILL & SLURRY
COAT

NEW STRIPING



Brekke Playground

SURFACE DETERIORATION

INADEQUATE DRAINAGE

LARGE CRACKS WITH WEED GROWTH

WATER INTRUSION



Brekke Playground

CRACK FILL & SLURRY COAT

NEW STRIPING

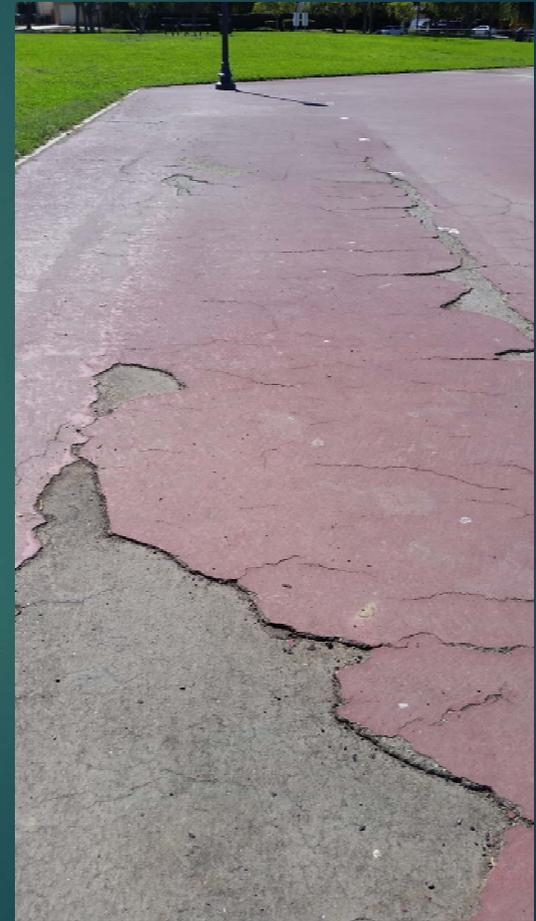


Brekke Basketball Courts

SURFACE DETERIORATION

INADEQUATE DRAINAGE

WATER INTRUSION



Brekke Basketball Courts

425 FT OF NEW CONCRETE SWALE
FOR PROPER DRAINAGE

ASPHALT OVERLAY & SLURRY COAT

NEW STRIPING

9,000 SQ. FT. OF SEVERE
CONDITION ASPHALT SECTION
REMOVED & REPLACED



Brekke Kindergarten Playground

SURFACE DETERIORATION

INADEQUATE DRAINAGE

LARGE CRACKS WITH WEED
GROWTH

WATER INTRUSION



Brekke Kindergarten Playground

CRACK FILL & SLURRY COAT

NEW STRIPING



Ramona Kitchen

DELAMINATION & PEELING
OF FLOORING

MOISTURE INTRUSION POINTS



Ramona Kitchen

NEW SHEET FLOORING
THROUGHOUT ENTIRE
KITCHEN & AUXILIARY
SPACES



Frank Classrooms

EXCESSIVE TEARING AND
STAINING OF CARPET

CONSIDERABLE RIPPLING
CAUSING TRIP HAZARDS



Frank Classrooms

NEW TILE FLOORING
INSTALLED

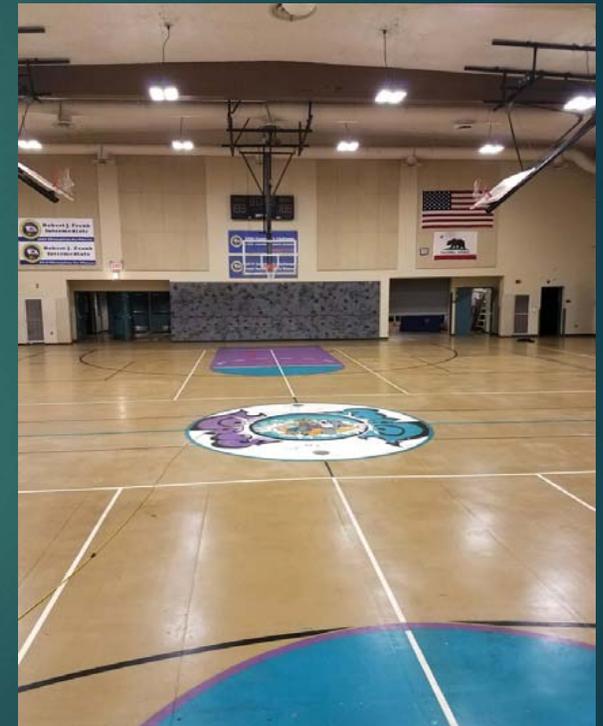
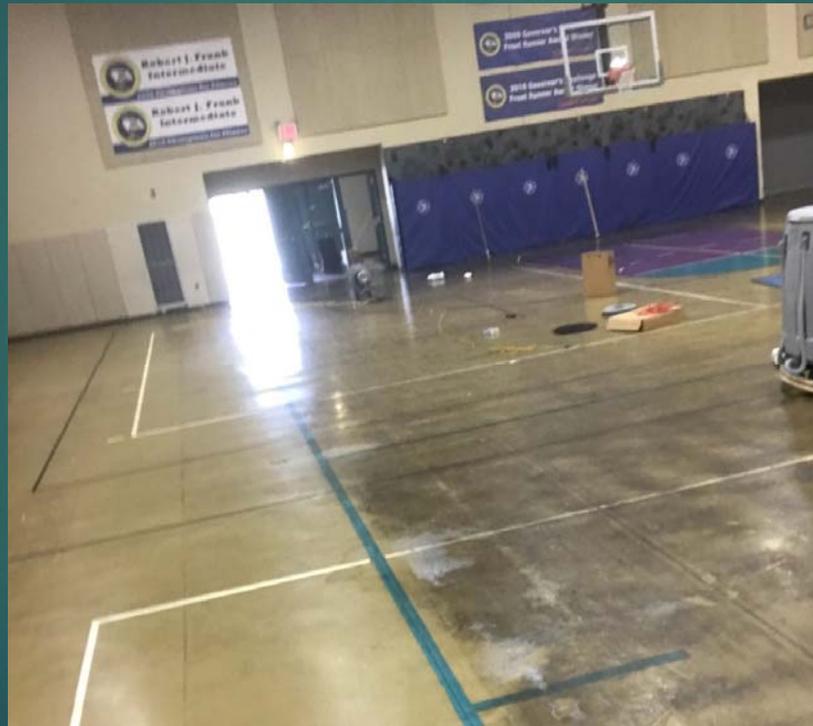
NEW UNDERLAYMENT WAS
INSTALLED TO STIFFEN FLOOR

NEW ADA COMPLIANT
THRESHOLD AT PORTABLE



Frank Gym

DELAMINATION &
PEELING
OF FLOORING



Frank Gym

NEW SURFACE
FINISH AND GAME
LINE STRIPING AND
GRAPHICS



Frank Site/Exterior

EXCESSIVE WEATHERING
AND PEELING OF PAINT

STRUCTURAL WOOD BEAMS
WERE EXPOSED TO DAMAGE



Frank Site/Exterior

WEATHERED SURFACES WERE
TREATED AND PROTECTED

MULTIPLE LAYERS OF PRIME
AND PAINT COATS APPLIED



Driffill Site/Exterior

EXCESSIVE WEATHERING
AND PEELING OF PAINT

EXTERIOR WALLS
WERE EXPOSED TO DAMAGE



Driffill Site/Exterior

WEATHERED SURFACES WERE
TREATED AND PROTECTED

MULTIPLE LAYERS OF PRIME
AND PAINT COATS APPLIED



San Miguel Building 400 – 2,500 Sq Ft.

INADEQUATE DRAINAGE

EXCESSIVE LEAKING

REMOVAL OF INADEQUATE
ROOFING MATERIAL

REPAIR OF PLYWOOD
DECK



San Miguel Building 400

NEW INSULATION

NEW SINGLE PLY ROOF
SYSTEM AND NEW
GUTTER SYSTEM



Fremont Building 6 – 14,000 Sq Ft.



TEAR OFF DAMAGED FOAM ROOFING
AND ORIGINAL BUILT-UP GRAVEL ROOF

REPAIR OF PLYWOOD DECK



Fremont Building 6

NEW BUILT-UP ASPHALT
ROOFING – COLD APPLIED

NEW GUTTER SYSTEM



Fremont Building 9 – Approx. 10,000 Sq. Ft. of Roofing (8) Buildings

REMOVAL OF ROOF SYSTEM
WHICH HAD FAILED OVER TIME

REPAIR & REPLACEMENT OF
PLYWOOD DECK



Fremont Building 9

NEW INSULATION

NEW SINGLE PLY ROOF
SYSTEM AND NEW GUTTER
SYSTEM



Sierra Linda - Site

COLLAPSED DRAINAGE
SYSTEM

EXCESSIVE PONDING

SUBSTANTIAL IMPACT TO
PATHWAYS



Sierra Linda Site

MULTIPLE DRAINAGE SYSTEMS

FAILURE CAUSED CONSTANT
BACKUP AND FLOODING



Sierra Linda - Site

NEW CONSOLIDATED SYSTEM



ESC Board Room

INEFFICIENT UNIT BEYOND
LIFECYCLE



ESC Board Room

NEW ENERGY EFFICIENT
PACKAGED ROOFTOP
5 TON UNIT



Kamala Room #601 and #602



REMOVAL &
REPLACEMENT OF
TWO INEFFICIENT WALL
MOUNTED UNITS

WITH NEW ENERGY
EFFICIENT HEAT
PUMP UNITS



Chavez MPR

REMOVAL OF OLD
ELECTRICAL PANEL.
CONCERNS WITH ACCESS
AND SAFETY

NEW PANEL. EFFICIENT AND
ROOM FOR GROWTH



Haydock - Site

MULTIPLE AREAS
SUBJECT TO
EASY ACCESS FROM
OUTSIDE



Haydock - Site

800 FT OF NEW SECURE
10 FEET TALL FENCING
AND GATES



Chavez - Site

EXPOSED UTILITIES AND AIR
CONDITIONING VENTS,
SUBJECT TO DAMAGE
FROM PROXIMITY OF PLAY
FIELDS

REMOVED EXISTING
UNNECESSARY FOOTING



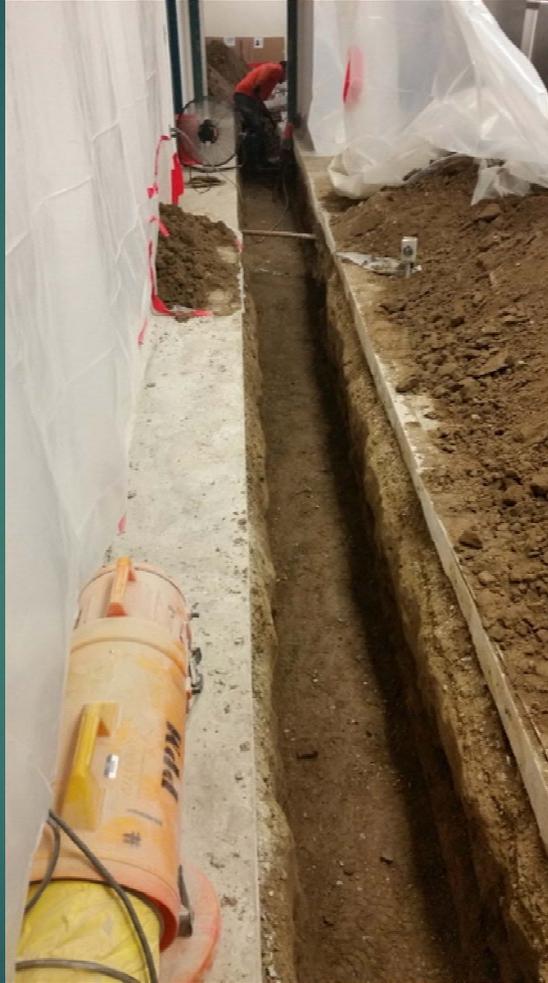
Chavez - Site

150 FEET OF NEW FENCING



Haydock Cafeteria

COLLAPSED SEWER LINE IN KITCHEN
WAS REMOVED AND REPLACED



Haydock Building 17 3 Portables



ALL CARPET
REMOVED
TORN, STAINED

NEW CARPET AND
CEILING
TILES REPLACED

McKinna Building 8

SEVERAL AREAS
OF PLYWOOD
SUBFLOOR WERE
STABILIZED



McKinna Building 8

ENTIRE AREA OF SHEET FLOORING
WAS REPLACED. TILE FLOOR WAS
REPAIRED



Current Playground

DETERIORATED RUBBER
SURFACE

SECTIONS WERE ISOLATED
AND MADE INACCESSIBLE



Current Playground

2,500 SQ. FT. OF NEW
PLAY SURFACE



Chavez Playground

DETERIORATED RUBBER
SURFACE



Chavez Playground

3,000 SQ. FT. OF NEW
PLAY SURFACE



Marina West Kindergarten Playground

1,900 SQ. FT. OF NEW
PLAY SURFACE



Marina West Main Playground

3,000 SQ. FT. OF NEW
PLAY SURFACE



Brekke Kinder Playground

NON-COMPLIANT PLAY
STRUCTURE

FASTENERS COMING APART



Brekke Kinder Playground

NEW PLAY STRUCTURE
AND GROUND SURFACE



ESC W Restroom

FLOORING SYSTEM HAD BEEN
DETERIORATING, TILES WERE
COMING LOOSE

PARTITION SYSTEM WAS
FAILING, RUSTING



Fremont Site

COLLAPSED BASKETBALL BACKBOARD

SEVERE RUSTING AND DETERIORATION

ALL COURTS WERE ASSESSED BY SPECIAL INSPECTION



Fremont Site

NEW BASKETBALL
BACKBOARDS THROUGHOUT



Current Playground

12,000 SQ. FT. OF NEW
SOD INSTALLED



ESC Landscaping

NEW PLANTING & FENCING INSTALLED



2019-2020 DEFERRED MAINTENANCE BUDGET ALLOCATIONS

| | |
|---|--------------------|
| Asphalt Repair | \$ 220,000 |
| Flooring Repair | \$ 80,000 |
| Painting Projects | \$ 75,000 |
| Roofing Replacement | \$ 400,000 |
| Plumbing Repair | \$ 50,000 |
| Electrical / Lighting Repair | \$ 50,000 |
| HVAC Repair | \$ 75,000 |
| Remodel – Miscellaneous exterior / site | \$ 50,000 |
| Total | \$1,000,000 |

2019-2020

| 1.00 - Asphalt_Annual Budget of \$220,000 | | | |
|---|--------------|-------------|--|
| 1.11 | McAuliffe | Playground | crack fill, slurry, repaint |
| 1.12 | Haydock | Playground | crack fill, slurry, repaint |
| 2.00 - Flooring_Annual Budget of \$80,000 | | | |
| 2.11 | McAuliffe | Restrooms | remove and replace |
| 2.12 | McAuliffe | Bldg 3 | remove and replace |
| 2.13 | Ramona | Classrooms | Bldgs. 3 & 4 remove and replace |
| 3.00 - Painting_Annual Budget of \$75,000 | | | |
| 3.11 | McAuliffe | Bldg. 2, 3 | exterior paint |
| 4.00 - Roofing_Annual Budget of \$400,000 | | | |
| 4.11 | Fremont | Bldg. 7 | remove and replace |
| 4.12 | Haydock | Bldg. 6 | remove and replace |
| 5.00 - Plumbing_Annual Budget of \$50,000 | | | |
| 5.11 | McAuliffe | Kitchen | grease interceptor- remove and replace |
| 5.12 | Haydock | MPR | staff lounge restroom- sewer line repair |
| 6.00 - Electrical/Lighting/Low Voltage/Fire Alarm_Annual Budget of \$50,000 | | | |
| 6.11 | McAuliffe | full campus | fire alarm design |
| 7.00 - HVAC/Controls_Annual Budget of \$75,000 | | | |
| 7.11 | McAuliffe | main bldg. | boiler replacement |
| 7.12 | Ritchen | main bldg. | boiler replacement |
| 8.00 - Miscellaneous Site Improvements/Landscaping_Annual Budget of \$25,000 | | | |
| 8.11 | Sierra Linda | Playground | repairs and roll coat @ Nfl |
| 8.12 | Sierra Linda | Playground | .5" retop @ Kinder |
| 9.00 - Miscellaneous Renovation Projects_Annual Budget of \$25,000 | | | |
| 9.11 | Fremont | Locker Room | girls restroom repair and upgrade |

2020-2021

| 1.00 - Asphalt_Annual Budget of \$220,000 | | | |
|--|--------------|----------------|--|
| 1.21 | Ritchen | Drop-off drive | crack fill, slurry, restripe |
| 1.22 | McAuliffe | Drop-off drive | crack fill, slurry, restripe |
| 2.00 - Flooring_Annual Budget of \$80,000 | | | |
| 2.21 | Ramona | Classrooms | Bldg. 5 remove and replace |
| 2.22 | Brekke | Kitchen | remove and replace |
| 3.00 - Painting_Annual Budget of \$750,000 | | | |
| 3.21 | McAuliffe | Main Bldg. | exterior paint |
| 3.22 | Chavez | P2P | interior corridor/stairway |
| 4.00 - Roofing_Annual Budget of \$400,000 | | | |
| 4.21 | Fremont | Bldg. 3 | remove and replace |
| 4.22 | Haydock | Bldg. 7 | remove and replace |
| 5.00 - Plumbing_Annual Budget of \$50,000 | | | |
| 5.21 | Haydock | site | grease interceptor- remove and replace |
| 6.00 - Electrical/Lighting/Low Voltage/Fire Alarm_Annual Budget of \$50,000 | | | |
| 6.21 | Curren | full campus | conduit & wiring to CRV replacement |
| 7.00 - HVAC/Controls_Annual Budget of \$75,000 | | | |
| 7.21 | Haydock | multi-bldg. | furnace & cooling coil replacement- design |
| 7.22 | McAuliffe | Main Bldg. | Chilled Water Line repair |
| 8.00 - Miscellaneous Site Improvements/Landscaping_Annual Budget of \$25,000 | | | |
| 8.21 | Sierra Linda | Playground | .5" retop @ Main |
| 9.00 - Miscellaneous Renovation Projects_Annual Budget of \$25,000 | | | |
| 9.21 | San Miguel | Bldg. 400 | ramps |

2021-2022

| 1.00 - Asphalt_Annual Budget of \$220,000 | | | |
|--|--------------|--------------|---|
| 1.31 | Fremont | Parking lots | crack fill, slurry, restripe |
| 1.32 | Frank | Playgrounds | crack fill, slurry, repaint |
| 2.00 - Flooring_Annual Budget of \$80,000 | | | |
| 2.31 | Ramona | Classrooms | Bldg. 1 & 6 remove and replace |
| 3.00 - Painting_Annual Budget of \$75,000 | | | |
| 3.31 | Driffill | P2P | interior corridor/stairway |
| 4.00 - Roofing_Annual Budget of \$400,000 | | | |
| 4.31 | Fremont | Bldg. 3 | remove and replace |
| 4.32 | San Miguel | Main | remove and replace |
| 5.00 - Plumbing_Annual Budget of \$50,000 | | | |
| 5.31 | McAuliffe | Kindergarten | restroom floor drains & flooring |
| 6.00 - Electrical/Lighting/Low Voltage/Fire Alarm_Annual Budget of \$50,000 | | | |
| 6.31 | Kamala | full campus | conduit & wiring to CRV replacement |
| 7.00 - HVAC/Controls_Annual Budget of \$75,000 | | | |
| 7.31 | Haydock | multi-bldg. | furnace & cooling coil replacement- phase 1 |
| 8.00 - Miscellaneous Site Improvements/Landscaping_Annual Budget of \$25,000 | | | |
| 8.31 | Ramona | Playground | repairs and roll coat @ Main |
| 8.32 | Ramona | Playground | 1.5" retop @ Kinder |
| 9.00 - Miscellaneous Renovation Projects_Annual Budget of \$25,000 | | | |
| 9.31 | Sierra Linda | Bldg. 1000 | ramp replacement |

2022-2023

| 1.00 - Asphalt_Annual Budget of \$220,000 | | | |
|--|--------------|--------------|---|
| 1.41 | Frank | Parking Lot | crack fill, slurry, restripe |
| 1.42 | Fremont | Playgrounds | crack fill, slurry, repaint |
| 2.00 - Flooring_Annual Budget of \$80,000 | | | |
| 2.41 | Marina West | Classrooms | remove and replace |
| 2.42 | Chavez | 2nd Flr. P2P | remove and replace |
| 3.00 - Painting_Annual Budget of \$75,000 | | | |
| 3.41 | Brekke | Main Bldg. | exterior paint |
| 3.42 | Soria | Main Bldg. | interior corridor/stairway |
| 4.00 - Roofing_Annual Budget of \$400,000 | | | |
| 4.41 | McAuliffe | Main | remove and replace |
| 4.42 | Ritchen | Main | remove and replace |
| 5.00 - Plumbing_Annual Budget of \$50,000 | | | |
| 5.41 | Brekke | Kitchen | grease interceptor- remove and replace |
| 6.00 - Electrical/Lighting/Low Voltage/Fire ALarm_Annual Budget of \$50,000 | | | |
| 6.41 | Marshall | full campus | fire alarm replacement |
| 7.00 - HVAC/Controls_Annual Budget of \$75,000 | | | |
| 7.41 | Haydock | multi-bldg. | furnace & cooling coil replacement- phase 2 |
| 8.00 - Miscellaneous Site Improvements/Landscaping_Annual Budget of \$25,000 | | | |
| 8.41 | Kamala | Playground | 1.5" retop @ Main |
| 8.42 | San Miguel | Playground | 1.5" retop @ small pg |
| 9.00 - Miscellaneous Renovation Projects_Annual Budget of \$25,000 | | | |
| 9.41 | Districtwide | Classrooms | ramps - phase 1 |

2023-2024

| 1.00 - Asphalt_Annual Budget of \$220,000 | | | |
|--|--------------|-------------|---|
| 1.51 | Haydock | Parking Lot | crack fill, slurry, restripe |
| 1.52 | Sierra Linda | Parking Lot | crack fill, slurry, restripe- include drive way |
| 2.00 - Flooring_Annual Budget of \$80,000 | | | |
| 2.51 | McAuliffe | Bldg. 3 | remove and replace |
| 2.52 | Frank | Classrooms | remove and replace |
| 3.00 - Painting_Annual Budget of \$75,000 | | | |
| 3.51 | Curren | P2P | interior corridor/stairway |
| 4.00 - Roofing_Annual Budget of \$400,000 | | | |
| 4.51 | Haydock | Bldg. 3 | remove and replace |
| 4.52 | Haydock | Bldg. 4 | remove and replace |
| 4.53 | Haydock | Bldg. 10 | remove and replace |
| 4.54 | Haydock | Bldg. 1 | remove and replace |
| 5.00 - Plumbing_Annual Budget of \$50,000 | | | |
| 5.51 | Haydock | Bldg. 14 | restroom boys urinals -remodel |
| 6.00 - Electrical/Lighting/Low Voltage/Fire ALarm_Annual Budget of \$50,000 | | | |
| 6.51 | McAuliffe | full campus | fire alarm - design |
| 7.00 - HVAC/Controls_Annual Budget of \$75,000 | | | |
| 7.51 | Haydock | full campus | furnace & cooling coil replacement - phase 3 |
| 7.52 | Fremont | full campus | conduit & wiring to CRV replacement |
| 8.00 - Miscellaneous Site Improvements/Landscaping_Annual Budget of \$25,000 | | | |
| 8.51 | Soria | Playground | repairs and roll coat @ Main |
| 8.52 | Soria | Playground | repairs and roll coat @ Kinder |
| 9.00 - Miscellaneous Renovation Projects_Annual Budget of \$25,000 | | | |
| 9.51 | Districtwide | Classrooms | ramps - phase 2 |

▶ SPECIAL THANK YOU TO
FACILITIES STAFF FOR ASSISTING
WITH OUR PROJECTS.



Thank you!



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 9, 2019

Agenda Section: Section B: Hearing

Approval of Hearing to present finding of Sufficient Instructional Materials for 2019-2020 Resolution #19-12 (DeGenna/Thomas)

Hold a public hearing to present the finding of sufficient instructional materials for 2019-2020. The requirements of Education Code 60119 state that a public hearing must be held on, or before the 8th week of school, and which did not take place during or immediately following school hours.

FISCAL IMPACT:

A resolution of sufficiency of instructional materials releases the remainder of the textbook funds not yet spent.

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees adopt the Resolution #19-12 of sufficiency of instructional materials.

ADDITIONAL MATERIALS:

Attached: [Resolution- Williams Act Sufficient Textbooks](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/487-3918 • Fax 805/487-9648

Instruction

E 6161.1(a)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Resolution #19- 12 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 9, 2019 at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District/Ventura County Office of Education and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2019-20 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Oxnard School District/Ventura County Office of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Finding of Sufficient Instructional Materials

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics:

K-5th McGraw-Hill, My Math- adopted 2015

6th, 7th and 8th Pearson Education, Connected Mathematics 3, adopted 2015

Science:

- K-5th Macmillan/McGraw-Hill, California Science- adopted 2008**
- 6th Glencoe-McGraw-Hill, California Earth Science, CA- adopted 2008**
- 7th & 8th Holt, Rinehart and Winston, Life and Physical Science- adopted 2007**

History-Social Science:

- K-5th Pearson Scott Foresman- History Social Science for CA, adopted 2005**
- 6th, 7th and 8th Cengage National Geographic Learning 2018**

Reading/Language Arts/ELD, including the English language development component of an adopted program:

- K-5th McGraw Hill Wonders/Maravilla 2016**
- 6th - 8th –McGraw Hill Study Sync - 2017**

ELD:

- 6th, 7th & 8th Houghton Mifflin Harcourt English 3D, adopted 2013**

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2019-2020 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

President

Secretary

Policy Reference UPDATE Service

Copyright 2009 by California School Boards Association, West Sacramento, California 95691
All rights reserved.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 9, 2019

Agenda Section: Section B: Hearing

Conduct Public Hearing to Sunshine the California School Employees Association’s, Chapter #272 (CSEA) and the Oxnard School District’s (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (“CSEA”) and the Oxnard School District (“District”), the District and CSEA would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article 2: Check-Off and Organizational Security
- Article 4: Stewards
- Article 5: Employee Rights
- Article 8: Hours and Overtime
- Article 9: Pay Allowances
- Article 10: Anniversary Date
- Article 14: Annual Work Calendar and Holidays
- Article 15: Vacation Plan
- Article 16: Leaves
- Article 17: Transfers
- Article 18: Promotion
- Article 19: Classification/Reclassification and Reinstatement
- Article 20: Layoff, Reemployment, and the Effects
- Article 22: Grievances
- Article 24: Safety
- Article 29: Term of Agreement

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board conduct the Public Hearing to Sunshine CSEA and the District’s initial proposals for negotiations for the 2019-20 school year.

ADDITIONAL MATERIALS:

Attached: [2019.20 CSEA.OSD Initial Sunshine Proposal attachments \(nine pages\)](#)



OXNARD SCHOOL DISTRICT

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

September 5, 2019

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

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

Dear President Robles-Solis,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, HR and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Chantal Anderson, Principal
Valerie Mitchell, Chief Information Officer
Shristie Nair, Personnel Commission Director (neutral resource for both Parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2020. The District plans to negotiate Article 8 (Hours and Overtime), Article 9 (Pay Allowances), Article 14 (Annual Work Calendar and Holidays), Article 20 (Layoff, Reemployment, and the Effects), Article 29 (Term of Agreement), and any other articles mutually agreeable to both parties.

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

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the October 9, 2019 Board Meeting.

Sincerely,



DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

cc: Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Chantal Anderson, Principal
Valerie Mitchell, Chief Information Officer
Shristie Nair, Personnel Commission Director (Neutral Resource to Both Parties)



OXNARD SCHOOL DISTRICT

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

September 5, 2019

Ilene Poland
CSEA Chapter 272 President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

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

Dear Ms. Poland,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, HR and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Chantal Anderson, Principal
Valerie Mitchell, Chief Information Officer
Shristie Nair, Personnel Commission Director (neutral resource for both Parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2020. The District plans to negotiate Article 8 (Hours and Overtime), Article 9 (Pay Allowances), Article 14 (Annual Work Calendar and Holidays), Article 20 (Layoff, Reemployment, and the Effects), Article 29 (Term of Agreement), and any other articles mutually agreeable to both parties (See attachment).

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these Articles. 152

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the October 9, 2019 Board Meeting.

Sincerely,



DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Attachment

cc: Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Chris Ridge, Director, Pupil Services
Chantal Anderson, Principal
Valerie Mitchell, Chief Information Officer
Shristie Nair, Personnel Commission Director (Neutral Resource to Both Parties)



OXNARD SCHOOL DISTRICT

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

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Shristie Nair-Villano
Director, Classified Human Resources

**Oxnard School District
Initial Sunshine Proposal to the
California School Employees Association, Chapter 272
2019-2020 Interest Based Problem Solving Proposals**

Article 8 Hours and Overtime

- The District seeks to discuss Hours and Overtime for CSEA members.

Article 9 Pay Allowances

- The District seeks to discuss salary for CSEA members.

Article 14 Annual Work Calendar and Holidays

- The District seeks to discuss the Annual Work Calendar and Holidays for CSEA members.

Article 20 Layoff, Reemployment, and the Effects

- The District seeks to discuss Layoff, Reemployment, and the Effects for CSEA members.

Article 29 Term of Agreement

- The District seeks to discuss Term of Agreement.



AFL-CIO

**California
School
Employees
Association**

1505 Gardena Avenue
Glendale, CA 91204

(818) 244-1545
(800) 834-9959
FAX: (818) 244-8897

www.csea.com

Ben Valdepeña
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*

750

August 14, 2019

Ilene Poland
Chapter President #272
P.O. Box 1413
Ventura, CA 93002-1413

RE: Initial Proposal for Successor Agreement

Dear President Poland:

I have received the initial proposal for the Successor Agreement between the Oxnard School District and the California School Employees Association and its Oxnard Elementary Chapter #272 (CSEA) that will be in effect from November 1, 2020 through October 31, 2023.

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

Please remember, once a tentative agreement has been reached, a signed copy of the tentative agreement must be forwarded to the field office immediately for a Policy 610 review before the tentative agreement may be ratified.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espie Medellin (signature)

Espie Medellin
Field Director

EP (signature)

EM/vt

19 CC 272 IP for Successor 2020-2023

Attachment

Cc: Don Snyder, Area I Director
Christopher Crump, Labor Relations Representative
Chapter #272 Contract File

INITIAL PROPOSAL – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS OXNARD CHAPTER 272

The California School Employees Association (CSEA) and its Oxnard Chapter 272 with this initial proposal notifies the Oxnard Elementary School District of CSEA's intent to modify or amend the contract and negotiate a number of articles within the active collective bargaining agreement.

ARTICLE II – CHECK-OFF AND ORGANIZATIONAL SECURITY

CSEA proposes to make changes to Section 2: Dues Deductions, which may include changes to the requirement that CSEA to submit dues authorization forms.

ARTICLE IV – STEWARDS

CSEA proposes to make changes to Section 4: Duties, which may include the expanding of access to the representatives allowed access to representational meetings to steward trainees, and the expansion of the number of stewards to be present during disciplinary meetings.

ARTICLE V – EMPLOYEE RIGHTS

CSEA proposes to make changes to Section 1—Personnel Files, which may include additional security measures regarding access to employee personnel files and an amended timeline for changes/updates to employee personnel files.

ARTICLE VIII – HOURS AND OVERTIME

CSEA proposes to make changes to Section 5—Split Shift, which may include additional language to tackle issues with scheduling for Campus Assistants.

ARTICLE IX – PAY ALLOWANCES

CSEA proposes to make changes to Section 1—Regular Rate of Pay, which may include clarification around the application of anniversary increments.

CSEA also proposes to make changes to Section 8—Working Out Of Class, which may include clarification around the application of compensation for working out of one's classification.

CSEA additionally proposes to add language regarding the reasons for which the District may change the method of payment for an employee.

ARTICLE X – ANNIVERSARY DATE

CSEA proposes to fold the existing agreement regarding anniversary dates for Campus Assistants into Article 10.

ARTICLE XIV – ANNUAL WORK CALENDAR AND HOLIDAYS

CSEA proposes to update the dates contained in the article which relate to work year calendars and scheduled holidays.

ARTICLE XV – VACATION PLAN

CSEA proposes language changes to provide clarification regarding vacation leave.

ARTICLE XVI – LEAVES

CSEA proposes to add language to Section 13—Leave(s) of Absence Without Pay, which may include clarifying language about the necessity of verification.

CSEA also proposes to add language to Section 16—Family Care and Medical Leave, which may include changes to the coordination of benefits to include notification between different types of leaves being utilized.

ARTICLE XVII -- TRANSFERS

CSEA proposes to update any dates contained in the article which have expired, as well as updating the referenced appendix.

ARTICLE XVIII – PROMOTION

CSEA proposes to add language clarifying the process in the case of failure of probation following multiple promotions in succession.

ARTICLE XIX – CLASSIFICATION/RECLASSIFICATION AND REINSTATEMENT

CSEA proposes to add language which may include stipulation to notify the CSEA chapter president of the findings of the reclassification panel.

CSEA

ARTICLE XX – LAYOFF, REEMPLOYMENT, AND THE EFFECTS

CSEA proposes to update this article to reflect changes in legislation regarding layoff notices from 45 days to 60 days.

CSEA also proposes to add language that clarifies seniority as referencing rank-in-position.

ARTICLE XXII – GRIEVANCES

CSEA proposes to make changes to Section 2—Procedure, which may include stipulations that the same administrator may not participate in multiple levels of the grievance procedure.

CSEA also proposes to make additional changes to this section to bring this agreement in line with current CSEA policy.

ARTICLE XXIV – SAFETY

CSEA proposes to add language which establishes a safety committee that ensures all safety concerns are properly responded to and investigated if necessary.

CSEA reserves the right to open additional articles during the course of these successor negotiations, subject to the appropriate notice requirements under the law and CSEA policies.

Should you have any questions or concerns, please do not hesitate to contact us. Please feel free to proceed with any requirements for posting prior to negotiations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 9, 2019

Agenda Section: Section C: Consent Agenda

Approval to attend Out of State Conference – Kansas City, Missouri (DeGenna/Thomas)

The Board's approval is requested for the Manager of Special Programs, Dr. Ginger Shea to attend the National Summer Learning Association Conference in Atlanta, GA – October 21-23, 2019. Leaders from across the nation will collaborate, network, have interactive sessions and attend inspiring youth performances while attending the conference on summer learning and afterschool programs.

Dr. Shea will be a presenter at the conference and will share about our summer learning program.

FISCAL IMPACT:

Not to exceed \$3,000.00 for registration, airfare, ground travel, lodging and meals to be paid from ASES funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the out-of-state conference attendance as outlined above.

ADDITIONAL MATERIALS:

Attached: [Conference details \(2 pages\)](#)

Conference Schedule at-a-Glance

2019 Schedule Overview:

*This schedule is subject to change

Monday, October 21

| Time | Description |
|---------------------|--|
| 7:30 AM – 8:15 AM | Pre-conference Registration & Breakfast |
| 8:30 AM – 12:00 PM | Pre-conference Training Institute Summer Starts in September: Your Ultimate Program Planning Guide |
| 8:30 AM – 4:00 PM | Pre-Conference for Library Professionals |
| 8:30 AM – 4:00 PM | Pre-Conference Summer Programs Shaping Future Leaders in the Health and Sciences |
| 9:00 AM – 4:00 PM | New Vision for Summer School Network Meeting (<i>invitation only</i>) |
| 12:00 PM – 12:45 PM | Lunch (<i>full day pre-conference attendees</i>) |
| 1:00 PM – 4:00 PM | Pre-conference Training Institute Summer Starts in September: Special Topics |
| 5:15 PM – 6:15 PM | Town Hall with Georgia Summer Advocates (<i>open to the public</i>) |
| 6:15 PM – 7:15 PM | Welcome Reception – Registration and the exhibit hall. <i>Drinks and light refreshments will be served</i> |

Tuesday, October 22

Summer Spark – 30 min. presentations

| Time | Description |
|---------------------|---|
| 7:30 AM – 8:30 AM | Registration and Breakfast |
| 8:30 AM – 9:45 AM | Opening Plenary with Keynote Dr. Steve Perry and Summer Learning Awards Presentation |
| 9:45 AM – 10:45 AM | Author signing with Dr. Steve Perry Brain Break! Exhibit demonstrations, activities and exploration |
| 11:00 AM – 12:00 PM | Concurrent Workshops 75 mins & 30 mins |
| 12:15 PM – 1:30 PM | Networking Lunch |
| 1:45 PM – 2:45 PM | Concurrent Workshops 75 mins & 30 mins |

160

| Training Title | Pricing |
|--|--|
| Morning Session Only <i>Summer Starts in September: Your ULTIMATE Program Planning Guide</i> (https://www.summerlearning.org/national-conference/pre-conference-training/) | \$250 |
| Afternoon Session Only <i>Summer Starts in September Special Topics</i> (https://www.summerlearning.org/national-conference/pre-conference-training/) | \$250 |
| All-day Summer Starts in September Session | \$395 |
| Pre-Conference Session for Library Professionals | \$250 for pre-conference only (use discount code BOOKWORMGA on Step 5) \$475 w/registration code BOOKS19 for pre-con & full conference |

Register Today (<https://ww2.eventrebels.com/er/Registration/StepRegInfo.jsp?ActivityID=29956&StepNumber=1>)

Pre-Conference Descriptions (<https://www.summerlearning.org/national-conference/pre-conference-training/>)

2-Day Conference Registration

Tuesday, October 22 and Wednesday, October 23

| Tier | Pricing |
|---|---------|
| Early Bird (April 22 – May 31) | \$475 |
| Summer Rate (June 1 – August 31) | \$525 |
| Regular Rate (September 1 – October 20) | \$575 |
| Onsite Registration | \$625 |
| 1-Day Conference Registration | \$395 |

Register Today (<https://ww2.eventrebels.com/er/Registration/StepRegInfo.jsp?ActivityID=29956&StepNumber=1>)

Click Here for W-9 Form (<http://www.summerlearning.org/wp-content/uploads/pdf/NSLA-W-9.pdf>)

Dr. Steve Perry, one of the most sought after educators in America, joins us as this year's keynote speaker. Dr. Perry is the educator Oprah Winfrey, Sean "P-Diddy" Combs, Bishop TD Jakes and Steve Harvey call on to offer insight to parents and children. His unique and powerful voice is respected and has been featured on MSNBC, Fox, CNN, Al Jazeera, TV One, BET, and NBC as well as on the Oprah Winfrey Network in multiple shows.

At the National Summer Learning Association (NSLA), our mission is to convince, connect, and equip program providers, education leaders, families, and communities to deliver high-quality summer learning opportunities to our nation's children and youth in order to help close the achievement gap and support healthy development. See you in Atlanta!

< conference home page (<https://www.summerlearning.org/national-conference/>)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 9, 2019

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Establish

an eight hour 246 day Director, Network Operations position number 9715 to be established in the Information Technology department. This position will be established to provide additional support.

an eight hour 246 day Site Technology Coordinator position number 9717 to be established in the Information Technology department. This position will be established to provide additional support.

an eight hour 246 day Information Technology Project Coordinator position number 9716 to be established in the Information Technology department. This position will be established to provide additional support.

a six hour 203 day Office Assistant II position number 9727 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator III position number 9714 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator III position number 9711 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator III position number 9712 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator III position number 9713 to be established in the Special Education department. This position will be established to provide additional support.

Abolish

a five hour and forty five minute 183 day Paraeducator I position number 9218 to be abolished in the Special Education department. This position will be abolished to due to the lack of work.

a five hour and forty five minute 183 day Paraeducator I position number 9219 to be abolished in the Special Education department. This position will be abolished to due to the lack of work.

a five hour and forty five minute 183 day Paraeducator I position number 9220 to be abolished in the Special Education department. This position will be abolished to due to the lack of work.

a five hour and ten minute 183 day Paraeducator I position number 9160 to be abolished at McKinna school. This position will be abolished to due to the lack of funds.

Increase

a four hour 183 day Campus Assistant position number 8507 to be increased to 5.5 hours at Marshall school. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Director, Network Operations - \$153,568 General funds

Cost for Site Technology Coordinator - \$101,634 General funds

Cost for Information Technology Project Coordinator - \$101,634 General funds

Cost for Office Assistant II - \$49,326 General funds

Cost for 4 Paraeducator III's - \$117,700 Special Ed

Savings for 3 Paraeducator I's - \$82,017 Special Ed

Savings for Paraeducator I - \$24,570 - 58%General 42% Site funds

Cost for Campus Assistant - \$5,909 General funds

RECOMMENDATION:

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment, and increase of the positions as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 9, 2019

Agenda Section: Section C: Consent Agenda

Personnel Actions (Vaca/Nair-Villano)

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:

Informational only.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Personnel Actions 100919 COMPLETE \(eight pages\)](#)

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

| | | |
|------------------------|--------------------|-----------------------|
| Bruce, James | Teacher | September 9, 2019 |
| Castro, Mirna | Substitute Teacher | 2019/2020 School Year |
| Cowell, Jill | Substitute Teacher | 2019/2020 School Year |
| Galdikas-Franz, Aldona | Substitute Teacher | 2019/2020 School Year |
| Garcia, David | Substitute Teacher | 2019/2020 School Year |
| Gonzales, Paulina | Substitute Teacher | 2019/2020 School Year |
| Holva, Candi | Substitute Teacher | 2019/2020 School Year |
| Jimenez, Marbella | Substitute Teacher | 2019/2020 School Year |
| Litchfield, Joseph | Substitute Teacher | 2019/2020 School Year |
| Mercado, Alondra | Substitute Teacher | 2019/2020 School Year |
| Napoles, Victor | Substitute Teacher | 2019/2020 School Year |
| Ortiz, Jade | Substitute Teacher | 2019/2020 School Year |
| Rollins, Richard | Substitute Teacher | 2019/2020 School Year |
| Soria, Yolanda | Substitute Teacher | 2019/2020 School Year |
| Vang, Evalina | Substitute Teacher | 2019/2020 School Year |
| Veney, Ahjon | Substitute Teacher | 2019/2020 School Year |
| Whitfield, Travis | Substitute Teacher | 2019/2020 School Year |

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

| | |
|-------------------|--------------------|
| Chirstensen, Elsa | September 9, 2019 |
| Lopez, Marilu | September 25, 2019 |
| Manny, Karen | September 25, 2019 |
| Railey, Angelica | September 16, 2019 |
| Vanasse, Roberta | September 3, 2019 |

Retirement

| | | |
|-----------------|-----------------------------|--------------------|
| Schermer, Anita | Speech Language Pathologist | September 30, 2019 |
|-----------------|-----------------------------|--------------------|

New Hire

| | | |
|-------------------------|--|------------|
| Anderson, Emily | Paraeducator I, Position #7171 Driffill 3.17 hrs./183 days | 09/23/2019 |
| Contreras-Zavala, Nancy | Paraeducator I, Position #7168 Brekke 3.17 hrs./183 days | 09/24/2019 |
| Garcia, Denise | Paraeducator III, Position #6732 Special Education 5.75 hrs./183 days | 08/28/2019 |
| Gonzalez, Gabriela | Paraeducator III, Position #9250 Special Education 5.75 hrs./183 days | 09/17/2019 |
| Guevara, Christopher | Paraeducator I, Position #9154 Soria 3.16 hrs./183 days | 09/09/2019 |
| Lopez, Rosie A | Paraeducator III, Position #9207 Special Education 5.75 hrs./183 days | 09/03/2019 |
| Martinez, Gwendolyn | Paraeducator II, Position #9209 Special Education 5.75 hrs./183 days | 09/13/2019 |
| Morales, Andrea | Paraeducator I, Position #7167 Brekke 4.833 hrs./183 days | 09/23/2019 |
| Perez, Eyra A | Paraeducator II, Position #9200 Special Education 5.75 hrs./183 days | 09/10/2019 |
| Sanders, Ellie L | Paraeducator III, Position #7926 Special Education 5.75 hrs./183 days | 09/23/2019 |
| Slagboom, Ana Maria E | Paraeducator I, Position #7195 Soria 3.17 hrs./183 days | 09/16/2019 |
| Tellez, Elizabeth | Paraeducator III, Position #9285 Special Education 5.75 hrs./183 days | 09/11/2019 |
| Walker, Jeremy R | Paraeducator I, Position #7193 Sierra Linda 4.833 hrs./183 days | 09/10/2019 |
| Wright, Jessica L | Paraeducator III, Position #9211 Special Education 5.75 hrs./183 days | 09/03/2019 |

Limited Term

| | | |
|------------------------------|-------------------------------------|------------|
| Amezcuca, Victor R | Paraeducator (substitute) | 08/27/2019 |
| Contreras, Andrea | Paraeducator (substitute) | 09/23/2019 |
| Favela, Veronica | Health Assistant (substitute) | 08/23/2019 |
| Fontenia Lago, BeatrizSusana | Paraeducator (substitute) | 09/05/2019 |
| Gutierrez, Alfredo | Custodian (substitute) | 09/13/2019 |
| McKinney, Mark | Paraeducator (substitute) | 09/03/2019 |
| McLaughlin, Ian L | Paraeducator (substitute) | 09/04/2019 |
| Medina, Patricia | Paraeducator (substitute) | 09/03/2019 |
| Morales, Alondra | Paraeducator (substitute) | 09/05/2019 |
| Morett, Yesenia | Clerical (substitute) | 09/25/2019 |
| Munson, Ivan | Custodian (substitute) | 09/19/2019 |
| Rangel, Andres | Paraeducator (substitute) | 09/05/2019 |
| Romero, Iliana | Child Nutrition Worker (substitute) | 09/20/2019 |
| Serratos, Oscar | Custodian (substitute) | 09/13/2019 |
| Tapia, Miguel A | Paraeducator (substitute) | 09/17/2019 |

| | | |
|--------------------------|-------------------------------------|------------|
| Velasco, Catalina | Child Nutrition Worker (substitute) | 09/25/2019 |
| Zamora Carrillo, Gerardo | Paraeducator (substitute) | 09/06/2019 |

Promotional

| | | |
|------------------|--|------------|
| Torrez Jr., Mark | Paraeducator I, Position #7275 Elm 4.17 hrs./183 days Child Nutrition Worker, Position #567 Haydock 5 hrs./185 days | 09/16/2019 |
|------------------|--|------------|

Transfer

| | | |
|----------------------|--|------------|
| Gomez-Romero, Brenda | Paraeducator I, Position #7172 Driffill 3.16 hrs./183 days Paraeducator I, Position #7194 Sierra Linda 4.833 hrs./183 days | 09/03/2019 |
| Quezada, Alicia | Paraeducator I (B), Position #7280 Haydock 5.75 hrs./183 days Paraeducator I (B), Position #9192 Special Education 5.75 hrs./183 days | 09/23/2019 |

In Lieu of Layoff

| | | |
|-------------------|---|------------|
| Adams, Jonathan | Campus Assistant, Position #6661 Curren 4.25 hrs./180 days Campus Assistant, Position #2985 Haydock 5.5 hrs./180 days | 08/26/2019 |
| Adams, Nicholas | Campus Assistant, Position #2983 Frank 5.25 hrs./180 days Campus Assistant, Position #2986 Haydock 5.5 hrs./180 days | 08/26/2019 |
| Ahumada, Luz | Campus Assistant, Position #9357 San Miguel 5.75 hrs./180 days Campus Assistant, Position #3066 Ritchen 4.75 hrs./180 days | 10/28/2019 |
| Alcala, Josefina | Campus Assistant, Position #3028 McKinna 4.0 hrs./180 days Campus Assistant, Position #3092 Driffill 4.0 hrs./180 days | 08/26/2019 |
| Alcantar, Jessica | Outreach Specialist, Position #2561 Brekke 7.0 hrs./180 days Outreach Specialist, Position #2141 Curren 8.0 hrs./180 days | 10/28/2019 |
| Ayala, Lisa | Campus Assistant, Position #2976 Driffill 2.83 hrs./180 days Campus Assistant, Position #6661 Curren 4.25 hrs./180 days | 08/26/2019 |
| Barron, Alejandro | Office Assistant II (B), Position #8687 San Miguel 8.0 hrs./203 days Office Assistant II (B), Position #6447 Fremont 8.0 hrs./203 days | 10/21/2019 |

| | | |
|-------------------------|---|------------|
| Batra, Ashish | Campus Assistant, Position #9701 Ed. Servicers .5 hrs./180 days Campus Assistant, Position #3029 McKinna .5 hrs./180 days | 08/26/2019 |
| Benesh, Nia | Campus Assistant, Position #3061 Kamala 5.0 hrs./180 days Campus Assistant, Position #8506 Marshall 5.0 hrs./180 days | 08/26/2019 |
| Camarillo, Carmen | Campus Assistant, Position #3095 Curren 3.0 hrs./180 days Campus Assistant, Position #9143 Driffill 4.0 hrs./180 days | 08/26/2019 |
| Cano Moya, Maribel | Campus Assistant, Position #2967 Chavez 4.25 hrs./180 days Campus Assistant, Position #7826 Frank 5.5 hrs./180 days | 08/26/2019 |
| Carranza, Constance | Campus Assistant, Position #8515 Harrington 5.5 hrs./180 days Campus Assistant, Position #3022 McAuliffe 5.5 hrs./180 days | 08/26/2019 |
| Castellanos, Cristopher | Campus Assistant, Position #6818 Chavez 4.25 hrs./180 days Campus Assistant, Position #7150 Fremont 5.75 hrs./180 days | 10/28/2019 |
| Castellanos, Sandra | Campus Assistant, Position #3019 Marshall 4.0 hrs./180 days Campus Assistant, Position #2988 Fremont 5.75 hrs./180 days | 10/28/2019 |
| Castro, Teresa | Campus Assistant, Position #3120 Frank 5.5 hrs./180 days Campus Assistant, Position #2973 Curren 5.5 hrs./180 days | 08/26/2019 |
| Coleman, Nicole | Campus Assistant, Position #3022 McAuliffe 4.0 hrs./180 days Campus Assistant, Position #7271 Lemonwood 5.5 hrs./180 days | 10/28/2019 |
| Contreras, Luis | Campus Assistant, Position #8643 McKinna 4.0 hrs./180 days Campus Assistant, Position #3003 Kamala 5.75 hrs./180 days | 10/28/2019 |
| Cooper, Kathy | Campus Assistant, Position #3125 Driffill 5.5 hrs./180 days Campus Assistant, Position #3050 Curren 5.5 hrs./180 days | 08/26/2019 |
| Cortez, Angela | Campus Assistant, Position #3107 McKinna 3.50 hrs./180 days Campus Assistant, Position #2987 Frank 5.5 hrs./180 days | 08/26/2019 |

| | | |
|-----------------------------|---|------------|
| Delgado, Elizabeth | Campus Assistant, Position #3016 Marina West 4.0 hrs./180 days Campus Assistant, Position #2976 Driffill 4.0 hrs./180 days | 08/26/2019 |
| Esparza, Lydia | Campus Assistant, Position #3066 Ritchen 4.75 hrs./180 days Campus Assistant, Position #3046 Fremont 5.75 hrs./180 days | 10/28/2019 |
| Flores, Javier | Campus Assistant, Position #2973 Curren 3.50 hrs./180 days Campus Assistant, Position #8001 Haydock 5.0 hrs./180 days | 10/28/2019 |
| Ibarra Diaz, Pamela | Family Liaison (B), Position #9625 Rose Ave. 6.0 hrs./180 days Family Liaison (B), Position #2429 Marina West 6.0 hrs./180 days | 08/21/2019 |
| Lopez, Carolina | Campus Assistant, Position #9143 Driffill 2.42 hrs./180 days Campus Assistant, Position #8549 NfL 2.0 hrs./180 days | 08/26/2019 |
| Lopez C, Victor | Campus Assistant, Position #7269 Lemonwood 5.0 hrs./180 days Campus Assistant, Position #6546 Driffill 5.75 hrs./180 days | 08/26/2019 |
| Maciel, Mary Lou | Campus Assistant, Position #6347 Brekke 4.0 hrs./180 days Campus Assistant, Position #7120 Kamala 4.0 hrs./180 days | 08/26/2019 |
| Madrid, Sabrina | Campus Assistant, Position #6546 Driffill 5.75 hrs./180 days Campus Assistant, Position #6569 McKinna 6.0 hrs./180 days | 08/26/2019 |
| Madrigal, Alejandra | Campus Assistant, Position #2978 Elm 2.75 hrs./180 days Campus Assistant, Position #6518 Sierra Linda 4.0 hrs./180 days | 10/28/2019 |
| Medina, Ana L | Outreach Specialist (B), Position #1070 Ramona 7.0 hrs./180 days Outreach Specialist (B), Position #6076 Frank 8.0 hrs./180 days | 10/28/2019 |
| Morales-Hernandez, Lorena Y | Office Assistant II (B), Position #970 Brekke 7.0 hrs./203 days Office Assistant II (B), Position #8687 San Miguel 8.0 hrs./203 days | 11/18/2019 |
| Mota Campos, Blanca | Campus Assistant, Position #3102 Ed. Services .5 hrs./180 days Campus Assistant, Position #3019 Marshall 4.0 hrs./180 days | 08/26/2019 |

| | | |
|------------------------|--|------------|
| Nava, Sonia S | Family Liaison (B), Position #9636 Rose Ave. 6.0 hrs./180 days Family Liaison (B), Position #2432 Harrington 6.0 hrs./180 days | 08/21/2019 |
| Orozco, Maria | Campus Assistant, Position #9145 Rose Ave. 5.0 hrs./180 days Campus Assistant, Position #2982 Frank 5.75 hrs./180 days | 08/26/2019 |
| Pena, Elaine | Campus Assistant, Position #7150 Fremont 5.75 hrs./180 days Campus Assistant, Position #6537 Driffill 6.0 hrs./180 days | 08/26/2019 |
| Perez, Ismael | Campus Assistant, Position #3031 Ramona 4.75 hrs./180 days Campus Assistant, Position #7269 Lemonwood 5.0 hrs./180 days | 08/26/2019 |
| Pleitez-Cruz, Jonathan | Campus Assistant, Position #7826 Frank 5.5 hrs./180 days Campus Assistant, Position #6536 Driffill 6.0 hrs./180 days | 08/26/2019 |
| Quiroz, Maria | Campus Assistant, Position #6544 Driffill 5.75 hrs./180 days Campus Assistant, Position #3000 Kamala 5.75 hrs./180 days | 08/26/2019 |
| Ramirez, Annette | Campus Assistant, Position #2985 Frank 5.5 hrs./180 days Campus Assistant, Position #3018 Marshall 5.75 hrs./180 days | 08/26/2019 |
| Ramirez, Rocio | Office Assistant II (B), Position #9727 Special Ed/Marshall 6.0 hrs./203 days Office Assistant II (B), Position #2215 Frank 6.0 hrs./192 days | 10/21/2019 |
| Ramos, Rosalinda | Campus Assistant, Position #7151 Fremont 5.0 hrs./180 days Campus Assistant, Position #6818 Chavez 5.0 hrs./180 days | 08/26/2019 |
| Renteria, Gricet | Campus Assistant, Position #2988 Fremont 5.75 hrs./180 days Campus Assistant, Position #2967 Chavez 6.0 hrs./180 days | 08/26/2019 |
| Reyes, Belinda | Campus Assistant, Position #6569 McKinna 4.0 hrs./180 days Campus Assistant, Position #3057 Haydock 5.75 hrs./180 days | 08/26/2019 |
| Robles, Lisette V | Outreach Specialist (B), Position #2687 McAuliffe 7.0 hrs./180 days Outreach Specialist (B), Position #2200 Kamala 8.0 hrs./180 days | 10/28/2019 |

| | | |
|----------------------|--|------------|
| Ruiz, Adriana B | Campus Assistant, Position #3050 Curren 3.50 hrs./180 days Campus Assistant, Position #7819 Elm 3.50 hrs./180 days | 08/26/2019 |
| Sablan, Juan | Campus Assistant, Position #3101 Ed. Services .5 hrs./180 days Campus Assistant, Position #7904 Fremont 4.75 hrs./180 days | 08/26/2019 |
| Salas Aguilar, Maria | Campus Assistant, Position #3106 Ed. Services .5 hrs./180 days Campus Assistant, Position #8654 Marina West 3.0 hrs./180 days | 08/26/2019 |
| Salazar, Alex | Campus Assistant, Position #6548 Ramona 5.75 hrs./180 days Campus Assistant, Position #6535 Driffill 6.0 hrs./180 days | 08/26/2019 |
| Serratos, Maria | Campus Assistant, Position #2987 Frank 5.5 hrs./180 days Campus Assistant, Position #3112 Lemonwood 5.5 hrs./180 days | 08/26/2019 |
| Sherman, Rosaline | Campus Assistant, Position #3046 Fremont 5.75 hrs./180 days Campus Assistant, Position #3007 Kamala 5.75 hrs./180 days | 08/26/2019 |
| Solis, Bertha | Campus Assistant, Position #3058 Haydock 5.0 hrs./180 days Campus Assistant, Position #3037 Rose Ave. 5.0 hrs./180 days | 08/26/2019 |
| Taylor, Nicole | Campus Assistant, Position #3003 Kamala 5.75 hrs./180 days Campus Assistant, Position #3028 McKinna 6.0 hrs./180 days | 08/26/2019 |
| Tellez, David | Campus Assistant, Position #8063 San Miguel 5.75 hrs./180 days Campus Assistant, Position #3052 Soria 5.75 hrs./180 days | 08/26/2019 |
| Topete, Arminda | Campus Assistant, Position #7271 Lemonwood 5.5 hrs./180 days Campus Assistant, Position #6817 Curren 5.5 hrs./180 days | 08/26/2019 |
| Whitlow, Barbara | Campus Assistant, Position #6511 Harrington 2.5 hrs./180 days Campus Assistant, Position #8551 NfL 2.0 hrs./180 days | 08/26/2019 |

Leave of Absence

| | | |
|---------------------|--|-----------------------|
| Coronado, Mariana E | Attendance Accounting Technician, Position #7935 | 08/27/2019-02/27/2020 |
|---------------------|--|-----------------------|

Resignation

| | | |
|----------------------|---|------------|
| Adams, Jonathan | Campus Assistant, Position #6661 Curren 4.25 hrs./180 days | 09/24/2019 |
| Carranza, Constance | Campus Assistant, Position #3022 McAuliffe 5.5 hrs./180 days | 09/06/2019 |
| Coleman, Nicole | Campus Assistant, Position #7271 Lemonwood 5.5 hrs./180 days | 09/23/2019 |
| Duarte Flores, Karla | Paraeducator II, Position #7844 Special Ed. 5.75 hrs./183 days | 08/30/2019 |
| Jimenez, Melissa | Campus Assistant, Position #8643 McKinna 4.0 hrs./180 days | 09/18/2019 |
| Ochoa, Cynthia | Campus Assistant, Position #8063 San Miguel 5.75 hrs./180 days | 09/20/2019 |
| Ramirez, Annette | Campus Assistant, Position #3018 Marshall 5.75 hrs./180 days | 8/23/2019 |
| Ramos, Rosalinda | Campus Assistant, Position #7151 Fremont 5.0 hrs./180 days | 09/03/2019 |

Termination

| | | |
|-------|----------------------------------|------------|
| 9601 | Campus Assistant, Position #6548 | 09/24/2019 |
| 10013 | Campus Assistant, Position #8515 | 09/12/2019 |

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Enrichment Agreement

**Approval of Agreement #19-103 – Oxnard Performing Arts & Convention Center
(DeGenna)**

The Oxnard Education Foundation along with the Oxnard School District will host an event to acknowledge students who scored within the top 5 percentile district wide in the California Assessment of Student Performance and Progress CAASPP test. The Awards of Excellence ceremony will be held on Tuesday, October 29 and Wednesday, October 30, 2019, at the Oxnard Performing Arts Center.

FISCAL IMPACT:

Not to Exceed \$5,312.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-103 with the Oxnard Performing Arts Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-103 - Oxnard Performing Arts Center \(12 Pages\)](#)

OSD AGREEMENT #19-103

PERFORMING ARTS AND CONVENTION CENTER
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 9th day of October 2019, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and “Oxnard Performing Arts Center”, (“Licensee”).

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee’s use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/supplies and personnel:

| | |
|---------------------------------|--------------------|
| (1) Equipment/Supplies | |
| (a) Special Lighting | \$ <u>330.00</u> |
| (b) House Sound System | <u>0.00</u> |
| (c) Stage Playback Monitors (2) | <u>45.00</u> |
| (2) Personnel | |
| (a) Stage Technicians | \$ <u>2,272.00</u> |
| (b) House Manager | <u>200.00</u> |
| (c) 2 Ushers | <u>140.00</u> |
| (d) Box Office | <u>N/A</u> |

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee (“Executive Director”) and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Tuesday, October 29, 2019 2:00 PM

Moving Out: Wednesday, October 30, 2019 10:00 PM

Program: Tuesday, October 29, 2019 4:00 PM
Wednesday, October 30, 2019 4:00 PM

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of \$ _____ to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

| | |
|-----------------------------------|---------------------------|
| (1) License Fee | \$ <u>2,300.00</u> |
| (2) Equipment/Supplies | <u>375.00</u> |
| (3) Personnel | <u>2,612.00</u> |
| (4) Insurance | <u>own</u> |
| (5) Non-Refundable Processing Fee | <u>25.00</u> |
| TOTAL | \$ <u>5,312.00</u> |

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee’s use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of "Awards of Excellence". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.50 per ticket for tickets priced \$10.00 to \$19.99, \$3.00 per ticket for tickets priced \$20.00 to \$39.99, and \$4.50 per ticket priced \$40.00 and more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 AM** on the **1st** day of **November 2019**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC

all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee’s performance of this Agreement or Licensee’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Licensee’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee’s duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified

Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
OXNARD SCHOOL DISTRICT

Oxnard Performing Arts Center Manager

Lisa A. Franz, Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.



Addendum to Estimate Sheet

Event: Awards of Excellence

Date: October 29 & 30, 2019

Time: 4PM

Equipment Rental Fees: \$375.00

Recap of Personnel Fees:

Stage Technicians \$2,272.00

House Manager \$200.00

2 Ushers \$140.00

Box Office Fee N/A

Total Personnel Fees: \$2,612.00

Contract Total Fees:

Rental Fee (2 Days) \$2,300.00

Equipment/ Supplies Fee \$375.00

Personnel Charges \$2,612.00

Insurance OWN

Ticket Printing N/A

Non-Refundable Processing Fee \$25.00

Security Guards Fee N/A

Total Contract Fees: \$5,312.00

Less Deposit Paid: _____

Total Due to PACC: \$5,312.00

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/ Rental Information/ Phone: (805)766-8535



ESTIMATE ONLY

| | |
|---------------|------------|
| Date Proce... | Estimate # |
| | |

| |
|--|
| Bill To |
| Oxnard School District Lydia Frontudo |

| |
|---------------------------|
| Event Name |
| 2018 Awards Of Excellence |

| | | |
|----------------------|----------------------|------------------|
| Time Of Event | Date Of Event | Tech Info |
| 4p , 4p | 10/29/19 & 10/30/19 | YES |

| Description | Time | Qty ... | Rate | OT ... | Amount |
|--|----------|---------|--------|--------|-----------------|
| Stage Lighting | | | 330.00 | | 330.00 |
| House Sound System w 3 wired Mic's | | | 0.00 | | 0.00 |
| Stage Playback Monitors (2) Mackie S215 | | | 45.00 | | 45.00 |
| EQUIPMENT RENTAL SUBTOTAL | | | | | 375.00 |
| Tues. October 29 Setup & Perf. | | | | | |
| Stage Technical Director | 2p - 10p | 8 | 28.00 | | 224.00 |
| Electrician | 2p - 10p | 8 | 19.00 | | 152.00 |
| Lighting Technician | 2p - 10p | 8 | 19.00 | | 152.00 |
| Sound Technician | 2p - 10p | 8 | 19.00 | | 152.00 |
| Stagehand (2ea) | 2p - 10p | 16 | 19.00 | | 304.00 |
| Stage Desk / Curtain Op | 2p - 10p | 8 | 19.00 | | 152.00 |
| Weds. October 30 Perf. & Strike | | | | | |
| Stage Technical Director | 2p - 10p | 8 | 28.00 | | 224.00 |
| Electrician | 2p - 10p | 8 | 19.00 | | 152.00 |
| Lighting Technician | 2p - 10p | 8 | 19.00 | | 152.00 |
| Sound Technician | 2p - 10p | 8 | 19.00 | | 152.00 |
| Stagehand (2ea) | 2p - 10p | 16 | 19.00 | | 304.00 |
| Stage Desk / Curtain Op | 2p - 10p | 8 | 19.00 | | 152.00 |
| STAGE TECHNICAL LABOR SUBTOTAL | | | | | 2,272.00 |

| | | |
|--|--------------|------------|
| PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces: | Total | \$2,647.00 |
|--|--------------|------------|

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #19-110 – Leverage Learning Group Inc. (DeGenna)

Leverage Learning Group Inc. will work with the district and four (4) site leadership teams during the 2019-2020 fiscal year, to build individual and site capacity for instructional leadership to support the implementation of professional learning communities. A professional learning community, or PLC, is a group of educators that meets regularly, shares expertise, and works collaboratively to improve instructional skills and the academic performance of students.

Term of Agreement: October 10, 2019 through June 30, 2020

FISCAL IMPACT:

\$35,200.00 – Title II

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-110 with Leverage Learning Group Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-110 - Leverage Learning Group \(13 Pages\)](#)
[Proposal \(3 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-110

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 9th day of October 2019 by and between the Oxnard School District (“District”) and Leverage Learning Group Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from October 10, 2019 through June 30, 2020 (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 Thirty-Five Thousand Two Hundred Dollars (\$35,200.00) per attached rate sheet, 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: Dr. Ana DeGenna
Phone: 805.385.1501, x2301
Fax: 805.486.7358

To Consultant: Leverage Learning Group Inc.
P.O. Box 2179
Monrovia, CA 91017
Attn: Jason Willoughby
Phone: 323.243.7760
Email: jason@leveragelearninggroup.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.** **DR. ANA DEGENNA** 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:

LEVERAGE LEARNING GROUP 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 #19-110

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-110

SERVICES

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

***PER ATTACHED PROPOSAL DATED JUNE 28, 2019**

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

***PER ATTACHED PROPOSAL DATED JUNE 28, 2019**

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

| STATUS REPORT FOR ACTIVITY: | DUE DATE |
|------------------------------------|-----------------|
| A. N/A | |
| B. N/A | |
| C. N/A | |
| D. N/A | |

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #19-110

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-110

COMPENSATION

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

Total compensation shall not exceed Thirty-Five Thousand Two Hundred Dollars (\$35,200.00), per attached proposals, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$35,200.00, per attached proposals, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #19-110

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-110

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 #19-110

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 #19-110

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-110

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, **LEVERAGE LEARNING GROUP INC.** who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



PO Box 2179 ♦ Monrovia, CA 91017 ♦ (323) 243-7760
www.LeverageLearningGroup.com

June 28, 2019

To: Dr. Anabolena DeGenna
Assistant Superintendent, Educational Services
Oxnard School District
805-385-1501
adegenna@oxnardsd.org

From: Jason Willoughby
Founder and Chief Academic Officer
Leverage Learning Group, Inc.
323-243-7760
jason@leveragelearninggroup.com

Overview of Proposal for Services **Implementing Professional Learning Communities**

Leverage Learning Group will continue to work with four school sites to deepen their understanding and implementation of professional learning communities. We will build upon the work we begun last year by supporting each of those for sites with 2 additional site support days during the school year.

Leverage Learning Group (LLG) will also work with district and three additional site leadership teams to build individual and site capacity for instructional leadership to support implementation professional learning communities. LLG will provide support with leadership tasks, skills, and the processes necessary for district and school site administrators to understand how to effectively implement professional learning communities at each site.

A professional learning community, or PLC, is a group of educators that meets regularly, shares expertise, and works collaboratively to improve instructional skills and the academic performance of students. Professional learning communities tend serve to two broad purposes: (1) improving the skills and knowledge of educators through collaborative study, expertise exchange, and professional dialogue, and (2) improving the educational aspirations, achievement, and attainment of students through stronger leadership and teaching. Professional learning communities often function as a form of action research—i.e., as a way to continually question, reevaluate, refine, and improve teaching strategies and knowledge.

LLG will provide each leadership team with three days of Instructional Leadership Institute training.

In the first day of the institute, leadership teams (Site Administration and designated teachers) will understand the importance and relevance of professional learning communities, examine research, and determine a plan of action for introducing, planning implementation, and rollout at the school level. They will examine and discuss the initial key steps towards professional learning community implementation. Key steps will include, but will not be limited to creating a collaborative mission, determining meaningful teams, embed and schedule collaboration time, focus on the critical questions, developing team norms, and making collaboration team products explicit. Teams will have tasks to accomplish prior to the next institute.

In the second day of the institute, leadership teams will examine the next steps to effective professional learning team including determining and developing measurable goals, creating common assessments/work products, and creating a protocol for data analysis and instructional innovation.

In the follow up days of the institute, LLG will visit each of the sites directly for targeted support. LLG will meet with the leadership teams and discuss progress. Leadership team members will bring data collected from collaboration meetings to engage a thoughtful discussion on the strengths and challenges noted in collaboration as well as strengths and challenges noted in the transference of collaborative conversation into classroom innovation. Each site will have 2 full days of support.

LLG will meet with key district administration throughout the process to ensure goals are being met and all necessary resources are being allocated. This support will include meeting with all principals upfront to discuss the process and institute, meet with district throughout the year to monitor support, and meet towards the end of the institute to discuss its effectiveness and to determine future support. Additional professional support will be given based on team needs.

Additional and targeted support in the form of site professional development, administrative coaching, or other related support can be provided upon request.

See the following page for proposed professional development, agendas, topic overviews, and costs.

| Professional Development | Agenda/ Topic Overview | Days/ Cost |
|---|--|---|
| <p>Oxnard SD</p> <p>Instructional Leadership Institute</p> <p>2 Days</p> <p>3 new schools</p> | <p>Instructional Leadership Institute Day 1</p> <ul style="list-style-type: none"> • Understand the importance and relevance of professional learning communities. • Examine research, and determine a plan of action for introducing, planning implementation, and rollout at the school level. • Examine and discuss the initial key steps towards professional learning community implementation. • Create a collaborative mission, determine meaningful teams, embed and schedule collaboration time, focus on the critical questions, develop team norms, and make collaboration team products explicit. • Examine the next steps to effective professional learning team. • Determine and develop measurable goals. • Create common assessments/work products • Create a protocol for data analysis and instructional innovation. • Action plan and next steps | <p>2 days @ \$2200 per day</p> <p>\$4400</p> |
| <p>Oxnard SD</p> <p>Instructional Leadership Institute Site Support</p> <p>Site Administration and Leadership Team</p> <p>2 days at each site- 7 total sites</p> | <p>Instructional Leadership Institute Site Support</p> <ul style="list-style-type: none"> • Meet with the leadership teams and discuss progress. • Team members will bring data collected from collaboration meetings to engage a thoughtful discussion on the strengths and challenges noted in collaboration as well as strengths and challenges noted in the transference of collaborative conversation into classroom innovation. • Targeted professional learning based on needs. • Action plan and next steps | <p>14 days @ \$2200 per day</p> <p>\$30,800</p> |
| <p>Pricing is based on services provided. All training and support materials for the professional development will be provided in electronic format (PDF files) and available for download on a dedicated cloud server. Pricing includes all additional costs, including travel expenses.</p> | | |
| <p>Total: 16 days</p> | | <p>\$35,200</p> |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|-----------------------|
| PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 | | FAX (A/C, No): |
| | E-MAIL ADDRESS: contact@hiscox.com | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: Hiscox Insurance Company Inc | | | 10200 |
| INSURED Leverage Learning Group Inc FKA Leverage Learning Group 456 E Plymouth St Glendora, CA 91740 | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | UDC-1472525-CGL-19 | 07/14/2019 | 07/14/2020 | EACH OCCURRENCE \$ 2,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | | | | |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Oxnard School District is an additional insured on the his cox General Liability Policy UDC-1472525-GL-16. The Hiscox General Liability Policy UDC-1472525-GL-16 is primary subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Oxnard School District 1051 S A St Oxnard CA 93030 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |
| | 203 |

© 1988-2015 ACORD CORPORATION. All rights reserved.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #19-111 – New West Symphony (DeGenna)

New West Symphony will provide a Music Van Experience for 5th grade students at sixteen (16) school sites during the 2019-2020 school year. Term of Agreement/MOU: October 10, 2019 through June 30, 2020.

FISCAL IMPACT:

\$5,600.00 – Title 1 (\$350.00 per school site)

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-111 with New West Symphony.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-111 - New West Symphony \(1 Page\)](#)
[Certificate of Insurance \(8 Pages\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #19-111

Oxnard School District

And

New West Symphony Association

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District (DISTRICT) and New West Symphony (NWS).

DISTRICT and NWS will work together to implement a program for the Music Van Experience for Grade 5 in as many as sixteen (16) DISTRICT schools during the 2019-2020 school year according to a schedule worked out by DISTRICT Administration. The proposed sixteen (16) schools served under this agreement are: Brekke, Curren, Chavez, Driffill, Elm, Harrington, Kamala, Lemonwood, Marina West, Marshall, McAuliffe, McKinna, Ramona, Ritchen, Rose, and Soria. Services under this agreement include Music Van visits provided by New West Symphony to the above-mentioned DISTRICT schools. DISTRICT will reimburse NWS at a rate of \$350 per school according to the invoices provided. NWS will coordinate the Music Van Experience in November 2019 on each school's requested date.

PROPOSED TERM: The term of this MOU shall commence on October 10, 2019 and end on June 30, 2020.

DESCRIPTION OF SERVICES:

A. NEW WEST SYMPHONY will:

1. Provide the Music Van Experience, which includes an informational student assembly, musical presentations, student access to musical instruments, and training for volunteers and teachers.
2. Provide a fully equipped van with more than 100 musical instruments valued at over \$140,000 with the understanding that DISTRICT schools will responsibly monitor their use.
3. Coordinate all visits with each school to ensure an excellent educational experience for students, parents, teachers and school administration.

B. DISTRICT will:

1. Facilitate the processing of invoice through DISTRICT Accounts Payable upon signing of this contract.

AUTHORIZED APPROVAL

OXNARD SCHOOL DISTRICT:

NEW WEST SYMPHONY:

Signature

Signature

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|-------------------------------------|
| PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 2801 Townsgate Road, Suite 133 Thousand Oaks CA 91361 | CONTACT NAME: Jackie De La Torre | |
| | PHONE (A/C. No. Ext): 805-379-2203 | FAX (A/C. No.): 805-379-5299 |
| E-MAIL ADDRESS: jackie_delatorre@ajg.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| License#: 0726293 NEWWEST-08 | INSURER A: NOVA Casualty Company | 42552 |
| INSURED New West Symphony 2100 Thousand Oaks Blvd, Ste D Thousand Oaks CA 91362 | INSURER B: Everest National Insurance Company | 10120 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 1531988830

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CF1-ML-10001785-02 | 9/1/2019 | 9/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CF1-AU-10000141-02 | 9/1/2019 | 9/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CF1-UM-10000386-03 | 9/1/2019 | 9/1/2020 | EACH OCCURRENCE \$ 1,000,000 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 | CA10002763191 | 7/1/2019 | 7/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Rented Lease Equipment | | | CF1-ML-10001785-02 | 9/1/2019 | 9/1/2020 | Limit \$130,000 Deductible \$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as an additional insured per the attached endt.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South "A" Street
 Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

206

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
- SPECIAL EVENTS**
1. This endorsement includes coverage for the following:
 - a. All indoor events with less than 2,500 attendees that are less than 24 hours in duration; and
 - b. All outdoor events with less than 2,500 attendees that are less than 24 hours in duration.
 2. This provision does not apply to the following events:
 - a. Any event that exceeds either the number of attendees or duration of time as set forth in Paragraph 1. above;
 - b. Any carnival, circus, fair or parade; or
 - c. Any athletic, sports or motor vehicle event including but not limited to contests, demonstrations, exhibitions, races, rallies, tournaments, or competitive activities.
- B. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:**
1. **EXPECTED OR INTENDED INJURY EXTENSION**
Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:
 - a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
 2. **NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION**
Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:
 - a. This exclusion does not apply to aircraft chartered with crew to any insured.
 - b. This exception provision does not apply if the chartered aircraft is owned by any insured.
 - c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.
 3. **NON OWNED WATERCRAFT EXTENSION**
Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

 - (a) Less than 60 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.
 4. **PROPERTY SOLD OR ABANDONED BY YOU**
Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.
 5. **DAMAGE TO PREMISES RENTED TO YOU**
 - a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.
The Damage To Premises Rented To You Limit will be the higher of:
 - (1) \$1,000,000; or
 - (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:
However, this exclusion does not apply to “property damage” to your “invitee’s” personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:
 - (a) On premises you own or rent or on ways next to premises you own or rent; and
 - (b) Arising out of your operations.
 For the purposes of this endorsement, personal property does not include any of the following:
 - (a) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
 - (b) Contraband, or property in the course of illegal transportation or trade; or
 - (c) Blueprints, documents, drawings, manuscripts, records or valuable papers.
- b. The following is added to **SECTION III – LIMITS OF INSURANCE**:
Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all “invitees” because of “property damage” to personal property of such “invitees” in your care, custody or control is \$15,000.

7. Paragraph 2. Exclusions is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

”Bodily injury”, “incidental medical malpractice liability” or “property damage” arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

C. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,

Paragraph 2. **Exclusions** is amended as follows:

- 1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:
This exclusion does not apply to “personal and advertising injury” caused by malicious prosecution.
- 2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
 - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

D. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

- 1. The limit in subparagraph b. is increased to \$2,500.
- 2. The limit in subparagraph d. is increased to \$500 a day.

E. ADDITIONAL INSURED

- 1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of “bodily injury,” “property damage” or “personal and advertising injury”.
 - a. This endorsement applies only if the written contract or written agreement is:
 - (1) Currently in effect or becomes effective during the term of this Policy; and
 - (2) Executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.

- b. The insurance afforded to such additional insured only:
- (1) Applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
- a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises owned by or rented to you; or
 - (2) In the performance of your ongoing operations.
 - b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
 - c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
 - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
 - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
 - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
 - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
 - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.

- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
- (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or
- As respects Paragraph j.(2) above, this insurance does not apply to:
- (1) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (2) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (1) This insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.
- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
 4. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
 5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection E. ADDITIONAL INSUREDS does not apply to such person(s) or organization(s).
 6. Paragraph 4. Other Insurance SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if

a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

F. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:

(1) While performing the services described in the definition of "incidental medical malpractice injury"; and

(2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
- (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
- (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance** is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the “occurrence”, offense, claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.

Knowledge of an “occurrence”, offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior “occurrences” existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury”, provided that the “occurrence”, “suit” or the offense which caused the “bodily injury”, “property damage” or “personal and advertising injury” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

H. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of “bodily injury” in Paragraph **3.** is deleted and replaced by the following:

“Bodily injury” means bodily injury, “incidental medical malpractice injury”, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph **14.b.** is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

“Personal and advertising injury” also means “discrimination” or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling;
- (d) Not arising out of any “advertisement” by the insured.

3. INSURED CONTRACT

- a. Subparagraph **a.** of the definition of “insured contract” is deleted and replaced by the following:

- a. A contract for a lease of premises.

- b. Subparagraph **f.** of the definition of “insured contract” is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" 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.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

- 5. "Discrimination" means:
 - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment;
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #19-113 – Hip Hop Mindset (DeGenna/Ordaz)

Hip Hop Mindset will provide hip hop dance lessons to students at Rose Avenue School from October 10, 2019 through June 30, 2020 as part of CHAMPS Tier II intervention.

FISCAL IMPACT:

\$9,600.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-113 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-113 - Hip Hop Mindset \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)



OSD AGREEMENT #19-113

**HIP HOP MINDSET DANCE PROGRAM
SHORT FORM SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made and entered into this 9th day of October 2019 by and between *Hip Hop Mindset (Provider)* and *Oxnard School District*.

Provider: Hip Hop Mindset **Phone Number:** (805) 758-5701

Street Address: 1063 N Ventura Rd Oxnard CA 93030

Email Address: info@hiphopmindset.com **Tax Identification or SS:** 546 - 93 - 5045

SERVICES:

Description Of Services:

Dance Instruction. Hip Hop Mindset will assign an instructor on scheduled dates and times between October 2019 - June 2020 at Rose Avenue School. Instructor will provide his/her own speaker. Each session will be 60 minutes and can accommodate up to 35 students. Dancing location will be provided by Rose Avenue School.

DATES: October 10, 2019 - June 30, 2020 (120 Sessions) Select Dates.

FEES: Compensation for Services \$9,600.00 (120 Sessions)

PAYMENT: School Site will pay provider after receipt of an invoice, net 30 days.

CONDITIONS: Provider will have no obligation to provide services until School Site returns a signed copy of this agreement.

TERMINATION OR AMENDMENT: This agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this agreement and may be terminated by either party if for any reason by giving the other party 30 days advance written notice.

By Signing Below Parties Agree To Terms Of This Agreement.

Provider (Hip Hop Mindset)

Date

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

Date

This Endorsement Changes The Policy. Please Read It Carefully.

**BLANKET ADDITIONAL INSURED –
MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

Any person or organization whom you are required to add as an additional insured on this policy under a written lease agreement which is currently in effect or becoming effective during the term of the policy and executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

All other terms and conditions of this policy remain unchanged.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-117 - Panorama Education (DeGenna/Ridge)

Panorama Education will provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning. Panorama Surveys helps schools and districts collect valid and reliable feedback about a wide range of topics that matter most — from engagement and communication, to school climate and culture. Panorama for Social-Emotional Learning helps educators understand students' SEL — the skills and mindset that enable students to succeed in school and in life — with research-backed measures and actionable data reports.

Panorama Student Success provides a complete picture of every student's academics, attendance, behavior, and social-emotional learning (SEL) progress in school.

FISCAL IMPACT:

Not to exceed \$125,000.00 - MAA Funds

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-117 with Panorama Education.

ADDITIONAL MATERIALS:

- Attached:** [Agreement-Service Order #19-117 - Panorama Education \(5 Pages\)](#)
- [Proposal \(4 Pages\)](#)
- [Data Privacy Agreement \(21 Pages\)](#)
- [Certificate of Insurance \(1 Page\)](#)

PANORAMA EDUCATION – SERVICE ORDER



| Primary Contact Information | | | |
|-------------------------------------|---|---------------------------------------|--------------------------------|
| Client | | Panorama Education, Inc. ("Panorama") | |
| <i>Client Legal Name ("Client")</i> | Oxnard School District | <i>Company Name</i> | Panorama Education, Inc. |
| <i>Primary Contact, Title</i> | Chris Ridge, Director of Pupil Services | <i>Primary Contact, Title</i> | Gabi Zerbib, Outreach Director |
| <i>Billing / Payment Address</i> | 1051 South A Street | <i>Billing Address</i> | 24 School Street, Fourth Floor |
| <i>City / State / Zip</i> | Oxnard, CA 93030 | <i>City / State / Zip</i> | Boston, MA 02108 |
| <i>Email</i> | mridge@oxnardsd.org | <i>Email</i> | gzerbib@panoramaed.com |
| <i>Phone</i> | (805) 385-1501 ext 2161 | <i>Phone</i> | (650) 285-0609 |

(1) Description of Services and (2) Fees

| Description of Services | Fees | |
|--|---|--|
| Panorama Platform License Fee: Student Success Platform Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions) for 16,000 Students <ul style="list-style-type: none"> Data integration Dashboards and reporting for teachers, student support staff, school administrators, district administrators, and other staff | <i>Effective Date:</i> | <u>October 10, 2019</u> |
| | <i>Contract Term: (From Effective Date)</i> | <input checked="" type="checkbox"/> 1 year (Contract ends October 9, 2020) <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years |
| | <i>Student Success License:</i> | \$96,000 |
| | <i>Social-Emotional Learning License:</i> | \$24,000 |
| Panorama Platform License Fee: Social-Emotional Learning Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <ul style="list-style-type: none"> Social-emotional learning measures for 16,000 students | <i>Professional Development:</i> | \$5,000 |
| Professional Development <ul style="list-style-type: none"> Two On-Site Data Inquiry and Action-Planning Workshops for school site representatives (\$5,000) Two on-site workshops for school site representatives focused on increasing staff's knowledge and capacity of action planning with academic, attendance, assessment, behavior and SEL data | <i>Annual License Fee: (Due on Effective Date for Year 1)</i> | \$125,000 |

Other Terms and Conditions (if any)

Agreement

PANORAMA EDUCATION – SERVICE ORDER



The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

| | | |
|---------------------|--|-------|
| Client Signature: | Print Name, Title: Lisa A. Franz, Director, Purchasing | Date: |
| Panorama Signature: | Print Name, Title: | Date: |

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the “Platform”). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs or transmits into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”, and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to

determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the “Term”).

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama’s network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will

Terms and Conditions

immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this

Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS

Terms and Conditions

SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements,

communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.



Supporting the Whole Child at Oxnard School District

July 24, 2019

Panorama Proposes to Support Oxnard School District in the Following Ways...

- Support sites with actionable social-emotional learning data about their students and staff
- Align social-emotional learning data with existing initiatives (PBIS, MTSS etc)
- Strengthen school site data inquiry process by providing data about the whole child
- Provide strategies to improve social-emotional learning in students
- Better understand root cause behind behavior incidents, chronic absenteeism, and low assessment scores

Social-Emotional Learning Screener

Panorama's SEL Survey was developed with Dr. Hunter Gehlbach and the Harvard Graduate School of Education. Our SEL measures have been used in thousands of schools across the United States and are regularly checked for validity and reliability. Many of our schools and district partners have found positive correlations between these SEL measures and student outcomes like GPA, test scores, and attendance.

Panorama's SEL survey is grouped into three categories: student competencies, student supports and environment, and teacher skills and perspectives.



Social-Emotional Learning Survey

Topics include:

- Growth Mindset**
- Emotion Regulation**
- Teacher-Student Relationships**
- Self-Management**
- Engagement**
- Social-Perspective Taking**

Panorama's "Engagement" Scale

How attentive and invested students are in school

- How excited are you about going to your classes?
- How focused are you on the activities in your classes?
- In your classes, how excited are you to participate?
- When you are not in school, how often do you talk about ideas from your classes?
- How interested are you in your classes?

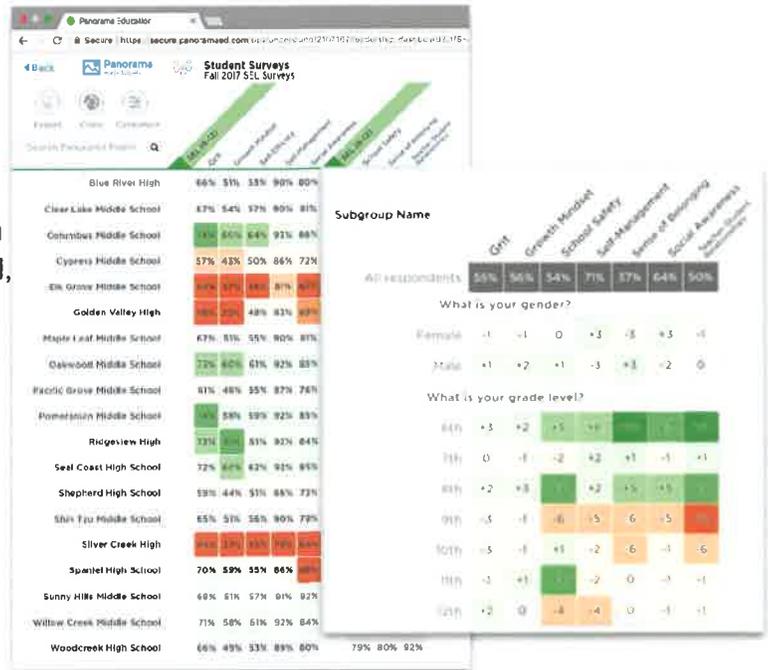
Social-Emotional Learning Reports

Dig Deep Into Results

Panorama's action-oriented interface allows users to look at aggregate results at the district, school, and classroom levels. Users can also disaggregate results across custom demographics, including gender, grade level, ELL status, FRPL status and attendance.

Monitor Change Over Time

Oxnard SD staff will have access to reports and visual displays of both current and longitudinal results. As SVUSD completes multiple survey administrations, each subsequent report will be housed within the same reporting platform and highlight changes in results.



Explore this topic with Benchmarks



Gain Context with National & Peer Benchmarks

To help contextualize results, Panorama offers comparisons of school and district results to our national dataset. Within benchmarks, users have the ability to customize comparisons to include schools that share your school setting, grade band, or % FRPL status. Panorama's national benchmarks span more than 3,000 schools and 2 million students, families, teachers, and staff members across diverse geographic areas, school types, and achievement levels.

Analyze Behavior, Attendance and Assessments Alongside SEL

Panorama's platform allows school site teams to identify and group students who are at risk or declining in attendance or behavior. School teams can use the individual student SEL results to identify root cause behind chronic absenteeism or repeated behavior incidents. Research shows that SEL competencies Engagement, Self-Efficacy, and Self-Management are most correlated with attendance.



Panorama MTSS System: Maximize Support at the School Level

Track the Whole School's Progress: See progress data across academics, attendance, behavior, and social-emotional learning for all students in a unified dashboard. Indicators are updated daily, so educators are never more than one click away from the most up-to-date student progress data, ensuring that preventative steps can be taken the day a student slips off track.

Analyze Attendance Trends: School administrators receive a daily snapshot of attendance data, including frequently/recently absent students. Users can click on a specific day to view in-depth metrics, or look at other key metrics like 30-day rolling average attendance.

Explore Trends by Custom Groupings: Educators can build "Smart Groups" that filter students across demographics (i.e. 9th Grade Boys), at-risk indicators (i.e. Students who score 1 or 2 on SBAC/CAASP), students reporting no strengths on SEL survey and more.

School-Wide Indicators

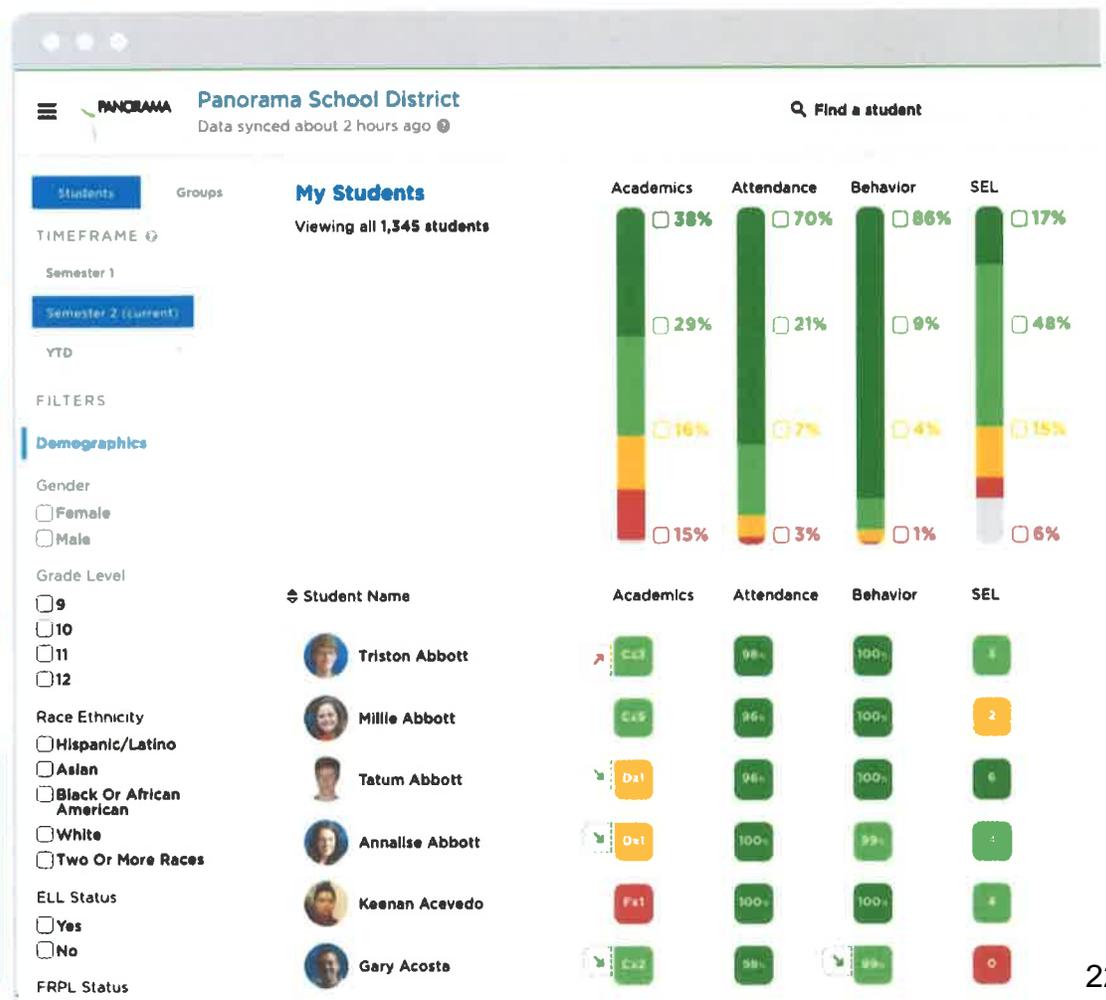
Monitor school-wide trends in academics, attendance, behavior, and SEL. Sort by students who are at risk or those on track in each area.

Custom Filters

Filter roster by students' demographic information, or upload custom filters such as mobility, program participation, counselor assignment, and more.

Student Trends

See a list of students' recent changes for each indicator and click in to view their full Student Profile to identify what's causing certain patterns.



Panorama MTSS System: *Maximize Support at the Student Level*

Keep Each Student On-Track: Dig deep on a student's holistic progress by exploring academic, attendance, behavior, and social-emotional learning data for each student. Educators will also have access to benchmark and formative assessment data, as well as standards-based grading.

Create Support Plans and Track Effectiveness: Educators will see former and current intervention enrollment for each student. They will also be able to select from intervention menus to create support plans tailored to each student's unique needs, as well as track the efficacy of those interventions.

PANORAMA Data synced about 2 hours ago

Find a student

District School **Students** Groups

Stephanie Andes

Gender: Female | SO4 Plan: No | Counselor: Marshall, Paulina | IEP Status: Yes | ELL Status: ELL

FRPL Status: Eligible | Grade Level: 9th grade | Date of Birth: Mar 12, 2001 | Sender School: Wallace

Race Ethnicity: Hispanic/Latino | Student ID: 903150 | Add to Group

2016-2017 | **2017-2018 (current)**

How is Stephanie progressing this year?

Attendance: 8 (Semester 1) | 4 (Semester 2)

Behavior: 1 (Semester 1) | 0 (Semester 2)

SEL: 0 (Semester 1) | 4 (Semester 2)

Assessments Overview

Assessments

i-Ready Math Diagnostic

800
700
600
500
400
300
200
100
0

9/20 | **477** (score) | **37%** (percentage) | 3/8

Behavior Reporting

Behavior

How many incidents has Stephanie had?

1 Incident

Attendance Reporting

Attendance

What is Stephanie's daily attendance?

89% year to date (119 out of 133 days present) | **95%** recently (19 out of 20 days present)

September | October | November | December

SEL Survey Data

Social-Emotional Learning

What are Stephanie's SEL Survey results?

Self-Management 4.0
Students with strong self-management are calm and focused on their work.

Growth Mindset 2.2
Students with a growth mindset know that if they work hard they can learn anything.

**CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)**

School District/Local Education Agency:

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

AND

Provider:

PANORAMA EDUCATION

Date:

04/09/2019

This California Student Data Privacy Agreement ("DPA") is entered into by and between the MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

(hereinafter referred to as "LEA") and PANORAMA EDUCATION (hereinafter referred to as "Provider") on 04/09/2019 the terms as stated herein.

. The Parties agree to

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

04/09/2019

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

See Exhibit "A".

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA's discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: MICHAEL HARTE JR
Title: Director, Student Data Systems

Contact Information:
mharte@muniola.k12.ca.us

The designated representative for the Provider for this Agreement is:

Name: KATIE MALLET
Title: CFO

Contact Information:
(617) 366-6123

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Same as above
Title: _____

Contact Information:

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: PANORAMA EDUCATION

BY: Katie Mallett Date: 4/11/19

Printed Name: Katie Mallett Title/Position: CFO

Local Education Agency: MURRIETA VALLEY UNIFIED SCHOOL

BY: [Signature] Date: 4-11-19

Printed Name: Michael White Title/Position: Director, Student Data Systems

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

The partnership with Panorama Education will assist the district in administering surveys and making data driven decisions through one or more of the following platforms:

**Social and Emotional Learning
Student Success
Feedback Surveys**

EXHIBIT "B"

SCHEDULE OF DATA

| Category of Data | Elements | Check if used by your system |
|----------------------------------|--|------------------------------|
| Application Technology Meta Data | IP Addresses of users, Use of cookies etc. | ✓ |
| | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta data on user interaction with application | ✓ |
| Assessment | Standardized test scores | ✓ |
| | Observation data | |
| | Other assessment data-Please specify: | |
| Attendance | Student school (daily) attendance data | |
| | Student class attendance data | |
| Communications | Online communications that are captured (emails, blog entries) | ✓ |

| Conduct | Conduct or behavioral data | |
|--|--|---|
| Demographics | Date of Birth | ✓ |
| | Place of Birth | |
| | Gender | ✓ |
| | Ethnicity or race | ✓ |
| | Language information (native, preferred or primary language spoken by student) | ✓ |
| Enrollment | Other demographic information-Please specify: | |
| | Student school enrollment | ✓ |
| | Student grade level | ✓ |
| | Homeroom | ✓ |
| | Guidance counselor | ✓ |
| | Specific curriculum programs | ✓ |
| | Year of graduation | ✓ |
| Other enrollment information-Please specify: | | |
| Parent/Guardian Contact Information | Address | ✓ |
| | Email | ✓ |
| | Phone | ✓ |

| | | |
|-----------------------------------|--|---|
| Parent/ Guardian ID | Parent ID number (created to link parents to students) | |
| Parent/ Guardian Name | First and/or Last | ✓ |
| Schedule | Student scheduled courses | ✓ |
| | Teacher names | ✓ |
| Special Indicator | English language learner information | ✓ |
| | Low income status | ✓ |
| | Medical alerts /health data | |
| | Student disability information | ✓ |
| | Specialized education services (IEP or 504) | ✓ |
| | Living situations (homeless/ foster care) | ✓ |
| | Other indicator information- Please specify: | |
| Student Contact Information | Address | ✓ |
| | Email | ✓ |
| | Phone | |
| Student Identifiers | Local (School district) ID | ✓ |

| | | |
|----------------------------------|---|---|
| | number | |
| | State ID number | ✓ |
| | Provider/App assigned student ID number | ✓ |
| | Student app username | ✓ |
| | Student app passwords | ✓ |
| Student Name | First and/or Last | ✓ |
| Student In App Performance | Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level) | ✓ |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | ✓ |
| Student Survey Responses | Student responses to surveys or questionnaires | ✓ |
| Student work | Student generated content; writing, pictures etc. Other student | ✓ |

| | | |
|----------------|--|---|
| | work data - Please specify: | |
| Transcript | Student course grades | ✓ |
| | Student course data | ✓ |
| | Student course grades/performance scores | ✓ |
| | Other transcript data -Please specify: | |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |

| | | |
|-------|--|--|
| | Other transportation data -Please specify: | |
| Other | Please list each additional data element used, stored or collected by your application | |

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

MURRIETA VALLEY UNIFIED SCHOOL directs PANORAMA EDUCATION to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

| | |
|---|--|
| <u>Extent of Disposition</u> Disposition shall be: | <input type="checkbox"/> Partial. The categories of data to be disposed of are as follows: <input type="checkbox"/> Complete. Disposition extends to all categories of data. |
| <u>Nature of Disposition</u> Disposition shall be by: | <input type="checkbox"/> Destruction or deletion of data. <input type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data. |
| <u>Timing of Disposition</u> Data shall be disposed of by the following date: | <input type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) _____ |

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and MURRIETA VALLEY and which is dated 04/09/2019 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: PANORAMA EDUCATION

BY: Katie Mallett Date: 4/11/19
Printed Name: Katie Mallett Title/Position: CFO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: ana Date: 9/18/19
Printed Name: Dr. Ana DeGenna Title/Position: Asst. Sup.

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: _____

Title: _____

Email Address: _____

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

00618-00001/4274378.1

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

**Approval of Agreement #19-118 - Ventura County Office of Education/SELPA
(DeGenna/Ridge)**

It is recommended that the Board of Trustees approve the service agreement with Ventura County Office of Education/SELPA, effective October 10, 2019 through July 31, 2020, for services from Social/Emotional Services Specialist (SESS) for the Pupil Services Department.

FISCAL IMPACT:

Total not to exceed: \$15,840.00 - MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-118 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-118 - Ventura County Office of Education/SELPA \(1 Page\)](#)

OSD AGREEMENT #19-118

Ventura County SELPA
AGREEMENT
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST
2019-2020

This will serve as an agreement with Oxnard School District (Pupil Services) to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours/Days per week: 4 hrs/wk - General Education

Cost per hour: \$90.00 per hour

Total Cost = \$15,840.00 (44 weeks)

This is an eleven-month program, from October 10th - July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 1/2 hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a quarterly statement noting amount spent. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from October 10, 2019 through July 31, 2020.

District Administrator

Title Director, Purchasing Date

SELPA Director Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 9, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-01 – Tyler Technologies Inc. (Penanhoat/Briscoe)

Tyler Technologies Inc. will provide a hosted Pupil Transportation Data Management System, Traversa Core, for dispatching, field trips, fleet services, communication, and routing and planning. Traversa Core's functionality includes bus routing, fleet maintenance and work orders, entity management (students, vehicles, and employees), messaging and alerts, planning and operations, and reporting. It is designed to help build and design efficient and cost-effective routes to transport students to and from school on time and on budget. It will empower the department to bridge the silos of information between schools sites, teachers, staff, parents/guardians, and students with integrated software designed specifically for school districts. Traversa Ride 360, a mobile app for Apple and Android devices, allows parents and students to access their own secure data for bus stop locations, routes, and pick up times. Utilizing GPS, Traversa Ride 360 can use the GPS geolocation to let users know when to expect their bus each day.

Term of Agreement: October 10, 2019 through October 9, 2022

FISCAL IMPACT:

3-Year total not to exceed \$51,992.50 – General Fund
(Year 1 = \$27,290.00, Year 2 = \$12,050.00, Year 3 = \$12,652.50)

RECOMMENDATION:

It is the recommendation of the Director, Transportation Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-01 with Tyler Technologies Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-01 - Tyler Technologies \(21 Pages\)](#)
[Exhibit F - Student Data Privacy Agreement \(3 Pages\)](#)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Client”** means Oxnard School District.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the first day of the first month following connectivity to the software.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“Defined Vehicles”** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **“White Fleet Vehicles”** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Vehicles. You are permitted to exceed the number of licensed vehicles by twelve percent (12%) solely for the purpose of setting up spare vehicles. At no time may you actively use more than the number of vehicles licensed. You may exceed the number of Defined Vehicles by up to 50% only for the purpose of setting up White Fleet Vehicles, without paying additional SaaS fees.
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we

do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
 - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the

event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that where the fees shown in the Investment Summary are based on an estimated number of hours or days of work to be performed, that these amounts are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you, but we will not exceed any amount without first obtaining your permission. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and Exhibit D – Work Responsibilities describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, computer network, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other implementation obligations, including, without limitation, those set forth in Exhibit D (“Work Responsibilities”). This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software, in order to provide maintenance and support services;
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use GoToAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative

privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services, unless otherwise mutually agreed by the parties in writing: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

9. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

SECTION D - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section D(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following connectivity to the software (the Effective Date), unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for up to two (2) additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. In no event will this agreement renew beyond 5 years from the Effective Date. In no event shall fees paid by Client under this Agreement exceed \$90,000. Your right to access or use the Tyler Software and the

SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us, however, you agree not to substitute a similar service to fill the same need provided by us hereunder for a period of time equal to the duration of the initial term if this Agreement is terminated or not renewed solely due to lack of appropriations. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Exhibit C | Service Level Agreement Schedule 1: Support Call Process |
| Exhibit D | Work Responsibilities Schedule 1: Traversa Work Responsibilities |
| Exhibit E | Third Party Terms Schedule 1: HERE End User Terms |
| Exhibit F | Student Data Privacy Agreement |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Oxnard School District

By: 

By: _____

Name: Theodore J. Thien

Name: Lisa A. Franz

Title: VP and General Manager, Versatrans

Title: Director, Purchasing

Date: March 5, 2019

Date: _____

Address for Notices:

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attention: Superintendent



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

prices are valid until June 3 2019

| 1. Software | Quantity | Price | Extended Price | This Year Total | Year 2 | Year 3 |
|---|----------|---------------|--------------------|--------------------|--------------------|--------------------|
| Subtotal: Application Software License Fees | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2. Software as a Service | Quantity | Price | Extended | This Year Total | Year 2 | Year 3 |
| Traversa Core provided as SaaS for up to 90 vehicles | 1 | \$5,750.00 | \$5,750.00 | \$5,750.00 | \$5,750.00 | \$6,037.50 |
| Traversa Advanced Activity Trips provided as SaaS for up to 90 vehicles | 1 | \$3,150.00 | \$3,150.00 | \$3,150.00 | \$3,150.00 | \$3,307.50 |
| Traversa Ride 360 provided as SaaS for up to 90 vehicles | 1 | \$3,150.00 | \$3,150.00 | \$3,150.00 | \$3,150.00 | \$3,307.50 |
| Traversa Ride 360 Parent App provided as SaaS for up to 90 vehicles | 1 | inc. | inc. | inc. | inc. | inc. |
| Subtotal: Application Software Maintenance Fees | | | \$12,050.00 | \$12,050.00 | \$12,050.00 | \$12,652.50 |
| 3. Services | Quantity | Price | Extended | This Year Total | Year 2 | Year 3 |
| Traversa Core Implementation -- includes online training | 1 | \$14,190.00 | \$14,190.00 | \$14,190.00 | | |
| Ventura Map, Source: local GIS | 1 | inc | \$0.00 | inc | | |
| Additional Maps: (none are included with this quote) | | | | | | |
| Additional training hours which can be used for (1),(2) : Additional Traversa Core Training Traversa Advanced Activity Trips Training Traversa Ride 360 Training | 6 | \$175.00 | \$1,050.00 | \$1,050.00 | | |
| Run building services are not included | | | | | | |
| Subtotal: Application Services | | | \$15,240.00 | \$15,240.00 | \$0.00 | \$0.00 |
| Total One-Time Fees: | | | | \$27,290.00 | | |
| Total Recurring Fees **: | | | | | \$12,050.00 | \$12,652.50 |

** Subject to annual increase after Year 3; provided that, in no event shall the Term of the Agreement exceed 5 years or fees for all services rendered to District during the Term exceed \$90,000.

¹ *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

² *Training Classes are limited to 5 persons and are delivered in 2 hour Run building services are not included*

Quote prepared on March 05, 2019

Ver. Combi:06-21-18

Signature



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services:* Implementation services are billed and invoiced as follows, at the rates set forth in the Investment Summary: (a) 80% when the map is available to you in Tyler's data center; (b) 20% upon completion of implementation.
 - 2.2 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps, and self-installation training, are billed and invoiced as delivered.
3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

| | |
|--------------|---|
| Bank: | Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and

support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

| Targeted Attainment | Actual Attainment | Client Relief |
|---------------------|-------------------|---|
| 100% | 98-99% | Remedial action will be taken. |
| 100% | 95-97% | 4% credit of fee for affected calendar quarter will be posted to next billing cycle |
| 100% | <95% | 5% credit of fee for affected calendar quarter will be posted to next billing cycle |

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the following hours:

| | |
|----------|---------------------------------|
| All Year | 7:30am-7:00pm EST Monday-Friday |
| August | 9:00am-3:00pm EST Saturday |

Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|------------------|------------------------|
| New Year’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|----------------|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|-------------------|---|---|
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Schedule 1
Traversa Work Responsibilities

Mapping

Tyler will provide Client access in Tyler's data center to a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

Student File Preparation

Tyler will train Client on the ASCII file layout as needed by the Client. During the import process, the student data will pass through a location process in the software.

Editorial Responsibilities

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

Training

During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Should on-site Training be requested, travel expenses will be charged in accordance with our then-current Business Travel Policy (available upon request). It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers connected to Tyler's data center.

Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.



Exhibit E
Schedule 1
HERE End User Terms

Your receipt and use of the HERE data is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a “commercial item”, as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

© 1987 - 2018 HERE – All rights reserved

EXHIBIT F
STUDENT DATA PRIVACY AGREEMENT
(Compliance with Student Privacy Laws including California Education Code § 49073.1)

This California Student Data Privacy Agreement (“SDPA”) is entered into between Tyler Technologies, Inc. (“Tyler”) and Oxnard School District (“Client”) and shall be and remain in effect concurrently with the Software as a Services Agreement between Tyler and Client (“Software Agreement”) to which it is attached.

WHEREAS, Client is a California public school district subject to all state and federal laws governing education, including but not limited to the (i) Children’s Online Privacy Protection Act (“COPPA”), 15 U.S. 6501; (ii) Federal Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. section 1232g, 34 C.F.R. Part 99; (iii) Student Online Personal Information Protection Act (“SOPIA”), California Business and Professions Code section 22584; and (iv) California Assembly Bill 1584, codified at California Education Code Section 49073.1 (“AB 1584”, and together with FERPA, COPPA, SOPIA and all other applicable student privacy laws, the “SDPA Laws”);

WHEREAS, Tyler has agreed to provide Client the services described in the Software Agreement and Exhibits thereto, including but not limited to Exhibit A – Investment Summary and, to provide said services, Tyler will receive and manage certain information pertaining to Client’s students that is subject to, and protected by the SDPA Laws;

WHEREAS, Client and Tyler desire that the Software Agreement and the services provided by Tyler thereunder shall comply with applicable SDPA Laws including, specifically, the applicable requirements of the AB 1584 and FERPA and are entering into this SDPA to that effect.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Software Agreement and Exhibits thereto are incorporated herein by reference. If there is any conflict between any provision of the Software Agreement and this SDPA concerning Pupil Records, this SDPA shall control.
2. SDPA Definitions

“PII” means personally identifiable information and includes any data that could potentially identify a specific individual, whether a student, parent, teacher, legal guardian or any other individual, such as metadata, records, and user-generated content.

“Pupil Records” means any item of information directly related to a pupil that is maintained by the local educational agency and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.

“School Official” for the purposes of this SDPA and the Software Agreement, and pursuant to 34 CFR 99.31(a)(1)(i)(B), means a contractor, such as Tyler, that (i) performs an institutional service or function that would otherwise be performed by an employee of Client, (ii) is under the direct control of Client with respect to the use and maintenance of student records, and (iii) is subject to FERPA requirements, 34 CFR 99.33(a) governing the use and re-disclosure of PII from Pupil Records. Thus, Tyler shall be considered a School Official under this SDPA.

“Student Data” means any information or data gathered by Tyler or provided by Client or its users, students or student’s legal guardians/parents, that is descriptive of any student, including but not limited to student’s first or last name, email, home address, social security number, telephone number, information allowing online contact, videos, photos, voice recordings, test results, special education

data, school attendance, disabilities, socioeconomic information, search activity or geolocation information. All Student Data constitute Pupil Records under this SDPA and the Software Agreement.

3. Term. This SDPA shall remain in effect while the Software Agreement is in effect and shall expire or terminate, as applicable, concurrently with the Tyler Software Agreement.
4. Student Data Ownership and Authorized Use/Access
 - a. Authorized Use / Ownership. Notwithstanding any other provision of the Software Agreement, Pupil Records are and remain the property of the Client; provided that, if there is any pupil-generated content, pupils may retain possession and control of their own pupil-generated content. Tyler shall only access and use Pupil Records for the purposes contemplated under the Software Agreement and in compliance with the provisions of applicable law. Tyler shall not use any PII to engage in targeted advertising or unlawful purposes.
 - b. Parent/Legal Guardian Access. Client shall provide reasonable access to parents, legal guardians and authorized Client personnel to review Student Data and correct erroneous information and implement changes, up to and including deletion of a student's profile or other Student Data from Tyler's system. Reasonable access may be limited to changes performed by Client if said changes are made within 5 business days of a request. Tyler shall make reasonable efforts to cooperate with Client in the event that Client cannot correct any erroneous information in Tyler's system after making reasonable efforts.
 - c. Confidentiality of Pupil Records. Notwithstanding any provision of the Software Agreement, confidentiality of Pupil Records shall be governed by this SDPA. To the fullest extent permitted by applicable law, if a third-party, other than Client or parent/legal guardian, and including law enforcement and government entities, contacts Tyler to request Student Data, Tyler shall redirect the third party to Client and shall inform said third party that only Client can provide said data/information. If Tyler receives a subpoena or other instrument intending to compel disclosure of Student Data, Tyler shall promptly notify the Client and shall reasonably cooperate with Client to address the situation.
 - i. Employees. Tyler shall take all actions necessary, including, to the extent Tyler deems necessary, training responsible individuals, to ensure the confidentiality of Pupil Records is maintained. Tyler understands that compliance with this requirement shall not in itself absolve Tyler of liability if an unauthorized disclosure or violation of this SDPA occurs.
 - ii. Non-Employees. If Tyler uses any non-employee (e.g., subcontractor, programmer or processor) to provide the services, it shall enter into written agreements with said non-employees to ensure they protect the confidentiality of Client information, including Student Data.
5. Notification and Privacy Compliance.
 - a. Notice of Unauthorized Disclosure. Tyler shall reasonably cooperate with Client staff to ensure that all parents, legal guardians and any eligible pupils affected by an unauthorized disclosure of Student Data or PII is notified in accordance with applicable SDPA Laws and procedures;
 - b. Privacy Compliance. Provider shall comply with all state and federal laws and regulations pertaining to student data privacy and security, including but not limited to the SDPA Laws cited herein to the extent applicable to its performance under the Software Agreement. Provider understands that such laws and regulations, to the extent applicable, may not be the only applicable laws.

- c. Disposition of Pupil Records Upon Termination. Tyler certifies that Pupil Records will not be retained by, or available to Tyler or any other non-employee upon termination of the Software Agreement. Upon termination of the Software Agreement for any reason, Tyler shall ensure that all Pupil Records and any other PII gathered during provisions of the services, are all returned to Client or destroyed following notice from Tyler clearly identifying such records. If pupil-generated content that is severable with commercially reasonable efforts from the services is created, Tyler shall, at Client's written request, transfer said content to a separate student account. The foregoing notwithstanding, Tyler reserves the right not to confirm deletion of certain Pupil Records, including pupil-generated content, or other PII upon termination of the Software Agreement only in the event destruction is commercially impracticable as determined by Tyler in its sole discretion and specifically confirmed via an express, signed writing to Client. Any such non-deleted information shall continue to be subject to Tyler's obligations to retain the confidentiality of such information so long as Tyler does not delete it.
6. Attachments. Tyler will provide Client each of the following applicable procedures and the Parties will number the Attachments appropriately (if no such attachment(s), indicate N/A):
- Attachment N/A** – Procedure for Parental Notification of Unauthorized Disclosure of Pupil Records
- Attachment N/A** – Procedure for Ensuring the Security and Confidentiality of Pupil Records
- Attachment N/A** – Procedure for Joint Compliance with FERPA – Non-Directory Information Disclosure
- Attachment N/A** – Procedure for Certification of Non-Retention of Pupil Records
7. Indemnification. The indemnity provision under Section 2.1 of the Software Agreement applies with equal force to the violation of any SDPA Laws or other laws applicable to Tyler's performance under the Software Agreement. This indemnification shall survive the termination of the Software Agreement.
8. Incorporation of Recitals and Attachments. The Recitals and each certification by Tyler and Attachment identified above are hereby incorporated by this reference to be given full force and effect as if fully set forth herein and in the Software Agreement.
9. The person(s) executing and delivering the Software Agreement on behalf of Tyler warrant(s) and represent(s) that he/she/they: (i) understand the requirements of law applicable to Student Data, including but not limited to the requirements set forth in this SDPA, (ii) have full power and authority to undertake the actions, commitments and obligations herein undertaken, and (iii) that by the execution and delivery of the Software Agreement, Tyler is bound to the terms hereof.

IN WITNESS WHEREOF, this SDPA is executed and delivered by virtue of the execution and delivery of the Software Agreement and shall be effective upon execution of the Software Agreement and while the Software Agreement remains in effect.



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-242

THIS AGREEMENT, made and entered into this 9th day of October 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (1)

LG120614

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2018-2019** school year at a cost of \$1,000.00 per month, per student, beginning May 2019, including Extended School Year (ESY) through June 2019; amount not to exceed **\$2,000.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$2,000.00** for student listed on page one of this Agreement #18-242.

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

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic,

nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

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

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)

At the Board meeting of May 1, 2019, the Board of Trustees approved Agreement #19-05 with Maxim Healthcare Services Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Special Education Services Department on an "as needed" basis for the period of May 2019 through June 30, 2020.

At the Board meeting of August 7, 2019, the Board of Trustees approved Amendment #1 , at no additional cost, to include the services for Board Certified Behavior Analyst Supervision through the end of the original agreement term.

Amendment #2 is to include Mid-level Supervision to the services being provided through the end of the current agreement term.

FISCAL IMPACT:

No additional funding is required to include these services.

RECOMMENDATION:

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-05 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)
[Amendment #1 \(2 Pages\)](#)
[Agreement #19-05 - Maxim Healthcare Services \(11 Pages\)](#)

AMENDMENT #2 TO OSD AGREEMENT #19-05



AMENDMENT

This Amendment (hereinafter "Amendment") to The Master Contract (hereinafter "Agreement") is entered into this 9th day of October 2019, by and between Oxnard School District, referred to in this Amendment as "CLIENT," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, referred to in this Amendment as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 3, 2019.

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

| Midlevel Supervision | |
|----------------------|---------------|
| Cases* | Hourly Rate** |
| 0-40 cases | \$80.00/hr |
| 40+ cases | No Fee |

* Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.

OXNARD SCHOOL DISTRICT :

MAXIM HEALTHCARE SERVICES INC. D/B/A MAXIM STAFFING SOLUTIONS:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Printed Name & Title

Date

Date



AMENDMENT

This Amendment (hereinafter "Amendment") to The Master Contract (hereinafter "Agreement") is entered into this August 7, 2019, by and between **Oxnard School District**, referred to in this Amendment as "CLIENT," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, referred to in this Amendment as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 1 , 2019.

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

Behavior Technicians

| Cases* | Hourly Rate** |
|------------------|---------------|
| 0-9 cases | \$50.00/hr |
| 10 to 14 cases | \$48.00/hr |
| 15 or more cases | \$46.00/hr |

BCBA Supervision

| Cases* | Hourly Rate** |
|------------|---------------|
| 0-20 cases | \$100.00/hr |
| 20+ cases | No Fee |

* Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

OXNARD SCHOOL DISTRICT :

MAXIM HEALTHCARE SERVICES
INC. D/B/A MAXIM STAFFING
SOLUTIONS:

Signature

Lisa A. Franz, Director, Purchasing

Signature

Printed Name & Title

Printed Name & Title

Date

Date

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of May, 2019, by and between **Oxnard School District** located at 1051 South A St. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and MAXIM ENTITY, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr.#660, Oxnard, CA 93036 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for the period of May 2, 2019 through June 30, 2020 and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL

INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.

- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding

reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such

dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A St.
Oxnars, CA 93030
ATTN: Accounts Payable**

- Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4 Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the

address to which notices are sent by sending written notice of such change of address to the other party.

Oxnard School District
1051 South A St.
Oxnard, CA 93030
ATTN: Accounts Payable

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
500 Esplande Dr. #660
Oxnard, CA 93036
ATTN: **Matt Amerault**

- Section 6.6** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7** **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8** **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9** **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10** **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11** **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA /HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:


Signature
Lisa A. Franz, Director, Purchasing
Printed Name & Title
5-6-19
Date

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:


Signature
Brandon McGee Asst. Controller
Printed Name & Title
5/24/19
Date

ATTACHMENT A
Oxnard School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective May 2nd, 2019:

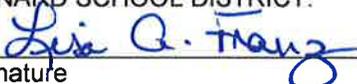
| Service | Rate |
|-----------------------|------------------|
| ParaEducator | \$32.00 |
| Specialty Para | \$35.00 |
| LVN | \$45.00 |
| RN | \$65.00 |
| Credentialed RN | \$75.00- \$80.00 |
| OT / PT | \$75.00- \$85.00 |
| SLP | \$80.00- \$90.00 |
| Psychologist | \$85.00- \$95.00 |
| Special Ed Teacher | \$70.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$.58 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

OXNARD SCHOOL DISTRICT:


 Signature
 Lisa A. Franz, Director, Purchasing

 Printed Name & Title
 5-6-19

 Date

MAXIM ENTITY:


 Signature
 Brandon McGee Asst. Controller

 Printed Name & Title
 5/23/19

 Date



AMENDMENT

This Amendment (hereinafter "Amendment") to The Master Contract (hereinafter "Agreement") is entered into this 1st day of May, 2019, by and between **Oxnard School District**, referred to in this Amendment as "CLIENT," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, referred to in this Amendment as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 2nd, 2019;

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

| Behavior Technicians | |
|----------------------|---------------|
| Cases* | Hourly Rate** |
| 0-9 cases | \$50.00/hr |
| 10 to 14 cases | \$48.00/hr |
| 15 or more cases | \$46.00/hr |

*Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
 Signature
Lisa A. Franz, Director, Purchasing
 Printed Name & Title
5-6-19
 Date

MAXIM HEALTHCARE SERVICES INC. D/B/A MAXIM STAFFING SOLUTIONS:

[Signature]
 Signature
Brandon McGee Asst. Controller
 Printed Name & Title
5/24/19
 Date



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-108

THIS AGREEMENT made and entered into this 9th day of October 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (1)

JG101015

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2019-2020** school year at a cost of \$1,150.00 per month, per student, beginning August 26, 2019, including Extended School Year (ESY) through July 2020; amount not to exceed **\$12,650.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or

surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$12,650.00** for student listed on page one of this Agreement #19-108.

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

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

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this

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

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-112 – R.M. Pyles Boys Camp (DeGenna/Ridge)

R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-112 with R.M. Pyles Boys Camp.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-112 - RM Pyles Boys Camp \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

Agreement/Memorandum of Understanding #19-112
Oxnard School District
and
R.M. Pyles Boys Camp

This Memorandum of Understanding (MOU) is entered into by and between R.M. Pyles Boys Camp and the Oxnard School District.

Purpose: R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys ages 12 to 14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

Term: The term of this MOU shall commence August 31, 2019 and shall terminate June 30, 2020.

Compensation: The Oxnard School District **will not be charged for the services provided by R.M. Pyles Boys Camp.**

Description of Services:

- A. Oxnard School District agrees to the following:
 - 1. Based upon the selection criteria detailed in the provided "Selector Handbook", select qualified deserving boys to attend R.M. Pyles Boys Camp.
 - 2. Oxnard School District will provide parents with camp brochure and answer any basic questions parents might have.
 - 3. After selection, Oxnard School District will complete a "Reason for Selection Form." And submit this form included with the completed camper application to the camp office.
 - 4. Oxnard School District will provide follow up with the families to ensure applications are submitted in a timely manor
 - 5. Oxnard School District will coordinate with a camp representative to schedule a Camper/Parent Orientation Meeting.
 - 6. Oxnard School District will notify the Camp in a timely manner of any last minute dropouts.

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

Authorized Approval:

R.M. PYLES BOYS CAMP:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

CERTIFICATE OF LIABILITY INSURANCE

9/3/2019

| | |
|--|---|
| Producer MANION/BELL INSURANCE ASSOCIATES P. O. BOX 36186 LOS ANGELES, CA. 90036 (213) 387-8294* FAX (213) 389-5833 LIC. # 0655274 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW COMPANIES AFFORDING COVERAGES Company A MARKEL INSURANCE COMPANY Company B Company C Company D |
| Insured R. M. Pyles Boys Camp, Inc. 27211 Henry Mayo Drive Valencia, CA 91355 | |

COVERAGES

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

| CO | LTR | TYPE OF INSURANCE | POLICY NUMBER | INCEPTION | EXPIRATION | LIMITS |
|----|-----|--|---------------|------------|------------|---|
| A | X | COMM. GENERAL LIABILITY OCCURRENCE FORM OTHER _____ | 8502CY343892 | 12/31/2018 | 12/31/2019 | GENERAL AGGREGATE \$5,000,000 PRODUCTS*COMP/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 PREMISES MED PAYMENTS (Any one person EXCLUDING CAMPERS & VOLUNTEER WORKERS) \$5,000 |
| | | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS PHYSICAL DAMAGE | | | | COMBINED SINGLE LIMIT BODILY INJURY FROM UNINSURED MOTORIST PER PERSON/PER ACCIDENT AUTO MEDICAL PAYMENTS ACV LESS DEDUCTIBLE OF |
| | | EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE AGGREGATE |
| | | PROPERTY INSURANCE | | | | PERILS INSURED AGAINST: DEDUCTIBLE CONTENTS & EQUIPMENT |

SPECIAL TERMS OR CONDITIONS:

Certificate Holder is added as additional insured for liability arising out of insured's operations.

CANCELLATION

| | |
|--|---|
| Oxnard School District Attn.: Jessica Alcantar, Secretary 1051 S A Street Oxnard CA 93030 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Ursula C. Bell</i> |
|--|---|

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

**Ratification of Agreement/MOU #19-115 – New Dawn Counseling & Consulting Inc.
(DeGenna/Ridge)**

New Dawn Counseling & Consulting Inc. will provide licensed Marriage, Family Therapist Interns, (MFT), registered with the California State Board of Behavioral Science Examiners, to work in conjunction with school administrators and Outreach Specialists to provide mental health services, as requested by the parent/guardian, to students in the Oxnard School District. Both individual and group supervision by a licensed Clinical Supervisor to the MFT Intern will be provided. New Dawn Counseling & Consulting Inc. and their MFT Interns will respect and work in conjunction with Oxnard School District policies and procedures. The Clinical Supervisor and/or Counseling Center Manager will maintain ongoing communication with relevant school personnel as needed.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-115 with New Dawn Counseling & Consulting Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-115 - New Dawn Counseling & Consulting Inc. \(2 Pages\)](#)

Agreement/Memorandum of Understanding #19-115

This Agreement/Memorandum of Understanding (MOU) is entered into by and
between

**New Dawn Counseling and Consulting Inc.
and
Oxnard School District**

Purpose: The purpose of this MOU is to provide licensed Marriage, Family Therapists and/or Marriage, Family Therapist Interns (MFT) or Masters in Work Interns (MSW), registered with the California State Board of Behavioral Science Examiners to work in conjunction with school administrators and Outreach Specialists to provide mental health services as requested by the parent/guardian of the clients attending that particular school. New Dawn Counseling and Consulting Inc. will provide individual and group supervision by a licensed Clinical Supervisor to the MFT/MSW Intern. The MFT/MSW Intern will respect and work in conjunction with the school staff and District policies and procedures. The Clinical Supervisor and/or Counseling Programs Manager will maintain ongoing communication with relevant school personnel as needed.

Term: The term of this MOU shall commence July 1, 2019 and shall terminate June 30, 2020.

Compensation: The Oxnard School District will not be charged for the services provided by New Dawn Counseling and Consulting Inc.

Description of Services:

A. Oxnard School District agrees to the following:

1. A contact person such as the Principal, Assistant Principals or Outreach Specialist (under the supervision of site administrator) to whom the LMFT or AMFT/MSW Intern will be responsible.
- For each LMFT and AMFT/MSW Intern, New Dawn Counseling and Consulting Inc. will furnish the District with evidence of fingerprinting registered with the appropriate agency and cleared TB testing.

CONFIDENTIALITY

Under the State and Federal law, the contents of counseling sessions held in schools by the LMFT and AMFT/MSW Intern counselors are confidential. By law, exceptions to confidentiality are made only when the child is in danger to him/herself or others, or in cases of child abuse. The LMFT or

AMFT/MSW Intern can communicate with the school contact person if the student and parents/guardians sign a Release of Information.

Specific parent consent must be obtained in order for the LMFT or AMFT/MSW Intern to discuss any concern or issue with school personnel.

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

Authorized Approval:

NEW DAWN COUNSELING AND CONSULTING INC.:

OXNARD SCHOOLDISTRICT:

Signature

Signature

Cynthia Torres, CEO

Typed Name/Title

Lisa Franz, Director, Purchasing

Typed Name/Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-114, Children's Resource Program/Ventura County Medical Resource Foundation (DeGenna/Ridge)

The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program. Term of Agreement/MOU: July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-114 with Children's Resource Program/Ventura County Medical Resource Foundation.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-114 - Children's Resource Program/Ventura County Medical Resource Foundation \(2 Pages\)](#)

Agreement/Memorandum of Understanding #19-114

Children's Resource Program/Ventura County Medical Resource Foundation

This Memorandum of Understanding (MOU) is entered into by and between Children's Resource Program/Ventura County Medical Resource Foundation and the Oxnard School District.

Purpose: The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care.

The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

Term: The term of this MOU shall commence July 1, 2019 and shall terminate June 30, 2020.

Compensation: The Oxnard School District **will not be charged for the services provided by** Children's Resource Program/Ventura County Medical Resource Foundation.

Description of Services:

A. Oxnard School District agrees to the following:

1. Serve as lead administrative agent of all schools.
2. Provide student referrals to the Provider as appropriate.
3. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

B. Children's Resource Program/Ventura County Medical Resource Foundation agrees to the following:

1. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
2. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.
3. Provide training to the Oxnard School District staff regarding referral process and services provided by Children's Resource Program/Ventura County Medical Resource.
4. Children's Resource Program/Ventura County Medical Resource staff will respect and work in conjunction with the school and district policies and procedures.

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

Authorized Approval:

CHILDREN'S RESOURCE PROGRAM/VENTURA COUNTY MEDICAL RESOURCE FOUNDATION:

Signature

Victoria Chandler, President/CEO

Typed Name/Title

Date

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-116, Big Brothers Big Sisters of Ventura County (DeGenna/Ridge)

Big Brothers Big Sisters of Ventura County (BBBSVC) will provide a professional program manager at Lemonwood Elementary School to implement their evidenced-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors. BBBSVC will also work with students from Oxnard School District in the Community Based Program. School personnel can refer students who need a mentor outside of school hours who are at risk and come from single parent, kinship or a foster family home.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-116 with Big Brothers Big Sisters of Ventura County.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-116 - Big Brothers Big Sisters of Ventura County \(2 Pages\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #19-116

Big Brothers Big Sisters of Ventura County and **Oxnard School District**

This Memorandum of Understanding explains and confirms the roles and responsibilities, service levels, and types of services provided between the **Oxnard School District** and **Big Brothers Big Sisters of Ventura County (BBBSVC)**.

Memorandum of Understanding Purpose:

The purpose of this Memorandum of Understanding is to create and confirm an effective working relationship between Big Brothers Big Sisters of Ventura County, Inc and the Oxnard School District. Big Brothers Big Sisters will provide a professional program manager to implement our evidence-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors.

Agreement/Memorandum of Understanding Timeline:

The terms of the Agreement/Memorandum of Understanding are effective: **July 1, 2019 through June 30, 2021.**

Compensation: The Oxnard School District will not be charged for the services provided by Big Brothers Big Sisters of Ventura County.

Agreement/Memorandum of Understanding Agreement and Description of Services

Big Brothers Big Sisters of Ventura County agrees to provide the following:

1. BBBSVC agrees to provide Oxnard School District with a staff person from its organization to coordinate a site-based mentoring program at Lemonwood Elementary School.
2. The Program Manager provided by BBBSVC will complete an appropriate background check, recruit, screen, match, train, and monitor the volunteer mentors and other adults who will be working with elementary-aged students who are at-risk.
3. Mentors selected and trained by BBBSVC staff will volunteer weekly in the afterschool Programs at Lemonwood. Mentors will be recruited, trained, and matched from Channel Islands High School and CSUCI.
4. BBBSVC agrees to supply proof of workers' compensation, public liability, auto liability (when appropriate/requested) and medical malpractice (when appropriate/requested) insurance to Oxnard School District on an on-going basis to verify provider's on-going coverages are in force. Provider's public liability and auto liability (if appropriate/requested) shall name the District, its employees, agents and school board members as an additional insured.
5. BBBSVC staff will collect and share data necessary for the evaluation of the program, as required by local, state and federal evaluation requirements.
6. BBBSVC will also work with students from Oxnard School District in the Community Based Program. Youth can be referred by school personnel who need a mentor outside of school hours who are at risk and come from a single parent, kinship or a foster family home.

The Oxnard School District agrees to the following:

1. Provide student referrals to the After-School Site-Based Mentoring Program.
2. Provide appropriate space for one-to-one mentoring to occur during the After-School program.
3. Provide mentor orientation to the rules and procedures of the school site.
4. Allow collection of data to reflect attendance, discipline referrals, English and Math grades and any other information necessary for the evaluation of the program per grant requirements.
5. Provide support to develop a cohesive team of professionals to work with the program.

Indemnification:

Oxnard School District shall save, defend, hold harmless and indemnify the Provider (its employees, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Oxnard School District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Provider.

BBBSVC shall save, defend, hold harmless and indemnify the Oxnard School District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of Oxnard School District.

This Memorandum of Coverage may be cancelled by either party upon 30 days written notice.

Signatures:

**Big Brothers Big Sisters of
Ventura County:**

Oxnard School District

Signature

Signature

Lynne West, Chief Executive Officer
Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #19-119 – Auditory Processing Center of Pasadena
(DeGenna/Madden)**

Dr. Beatrice Braun, Educational Audiologist from Auditory Processing Center of Pasadena, will provide (central) auditory processing evaluations for the Special Education Services Department during the 2019-2020 academic year.

FISCAL IMPACT:

Not to exceed \$10,000.00 (per attached proposal/rate sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-119 with Auditory Processing Center of Pasadena.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-119 - Auditory Processing Center of Pasadena \(13 Pages\)](#)
[Proposal-Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-119

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 9th day of October 2019 by and between the Oxnard School District (“District”) and Auditory Processing Center of Pasadena (“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 September 1, 2019 through June 30, 2020 (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 Ten Thousand Dollars (\$10,000.00) per attached proposal/rate sheet, 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: Katrina Madden
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Auditory Processing Center of Pasadena
 2623 E. Foothill Blvd., Suite 101
 Pasadena, CA 91107
 Attention: Dr. Beatrice Braun
 Phone: 626.793.8711
 Email: apcpasadena@gmail.com

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

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

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

26. **Administration.** **KATRINA MADDEN** 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:

AUDITORY PROCESSING CENTER OF PASADENA:

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 #19-119

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-119

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/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:

| STATUS REPORT FOR ACTIVITY: | DUE DATE |
|------------------------------------|-----------------|
| A. N/A | |
| B. N/A | |
| C. N/A | |
| D. N/A | |

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #19-119

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-119

COMPENSATION

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

Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$10,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #19-119

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-119

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 #19-119

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 #19-119

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-119

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, **AUDITORY PROCESSING CENTER OF PASADENA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



AUDITORY PROCESSING CENTER (WOODLAND HILLS-PASADENA-SANTA BARBARA)

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

Bea Braun, Au.D., F-AAA
Educational Audiologist

22110 Clarendon St., Suite 102
Woodland Hills, CA 91367
www.auditoryprocessingctr.com

7-1-19

To Whom It May Concern,

The following are the rates/options for the CAPDOTS auditory training program:

\$695.00 – includes me purchasing the program, setting up the program online, providing an in-service over the phone with the professional who will be administering the program (or the parent), monitoring as needed, retesting upon completion of the program and providing a report.

If the district opts to purchase the program directly (your speech-language pathologist will have to go through a 1½ hour training with CAPDOTS), you can purchase the program directly through CAPDOTS for \$195 and do the training yourself. I then charge \$400 for the retest and report.

If I am needed for IEP attendance after the retest, I attend via phone at a \$200 flat fee for the first hour, and \$200 per hour after the first hour.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 11/06/2018

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0644468256 from 12/16/18 to 12/16/19 at 12:01 AM Standard Time

Named Insured and Address: Auditory Processing Center of Pasadena 22110 Clarendon St Ste 102 Woodland Hills, CA 91367-6337

Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpso.com

Medical Specialty: Audiologist Firm Code: 80716 Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Enterprise Privacy Protection - Claims Made.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Total: \$ 282.00

Base Premium \$282.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15564, GSL15565, etc.

Signature of Chairman of the Board

Signature of Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

| <u>FORM #</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| G-121500-D | Common Policy Conditions |
| G-121503-C | Workplace Liability Form |
| G-121501-C1 | Occurrence Policy Form - California |
| G-145184-A | Policyholder Notice - OFAC Compliance Notice |
| G-147292-A | Policyholder Notice - Silica, Mold & Asbestos Disclosure |
| GSL15564 | Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion |
| GSL15565 | Healthcare Providers Professional Liability Assault Coverage |
| GSL17101 | Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies |
| GSL13424 | Services to Animals |
| GSL13425 | Business Owner Coverage Extension Endorsement |
| CNA80052 | Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement |
| G-123846-D04 | California Cancellation and Non-Renewal |
| CNA81753 | Coverage & Cap on Losses from Certified Acts Terrorism |
| CNA81758 | Notice - Offer of Terrorism Coverage & Disclosure of Premium |
| CNA82011 | Related Claims Endorsement |
| CNA79575 | Exclusion of Cosmetic Procedures |
| CNA79516 | Enterprise Privacy Protection |

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)
Master Policy#: 188711433

Named Insured: Auditory Processing Ce 329
Policy#: 0644468256



Truck Insurance Exchange (A Reciprocal Insurer)
 Member Of The Farmers Insurance Group Of Companies®
 Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

COMMON POLICY DECLARATIONS

Named Insured BRAUN, BEA
 AUDITORY PROCESS CTR PASADENA

F006901604-001-00001

Mailing Address 22110 CLARENDON ST STE 102
 WOODLAND HILLS, CA 91367-6337

| | |
|-------------|---------------|
| Account No. | Prod. Count |
| 30-30-393 | 60661-61-11 |
| Agent No. | Policy Number |

Form of Business Individual Joint Venture Limited Liability Co.
 Corporation Partnership Other Organization

Business Description:
 Health Practitioners

Policy Period From 02-21-2019 (not prior to time applied for)
 To 02-21-2020 12:01 A.M. Standard time at your mailing address shown above.

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

The attorney-in-fact (AIF) or management fee for your renewed policy will never exceed 20% of the policy's premiums and will be paid out of the premiums. You may wish to consider this information in deciding whether to accept or decline this offer to renew your policy.

This policy consists of the following coverage parts listed below and for which a premium is indicated. This premium may be subject to change.

| Coverage Parts | Premium After Discount And Modification |
|--|---|
| Businessowners | \$1,546.00 |
| Cyber Liability And Data Breach Expense Coverage | \$80.00 |
| Certified Acts Of Terrorism - See Disclosure Endorsement | Included |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total (See Additional Fee Information Below) | \$1,626.00 |

LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED

| Coverage | Amount /Date |
|--|---------------------|
| General Aggregate (Other Than Products & Completed Operations) | \$2,000,000 |
| Products And Completed Operations Aggregate | \$1,000,000 |
| Personal And Advertising Injury | Included |
| Each Occurrence | \$1,000,000 |
| Tenants Liability (Each Occurrence) | \$250,000 |
| Medical Expense (Each Person) | \$5,000 |
| Pollution Exclusion - Hostile Fire Exception | Included |
| Per Location General Aggregate Limit | Included |

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-120 – Channel Islands Lions Club (DeGenna/Ridge)

The purpose of the Agreement/MOU is to establish and maintain a provision of service relationship between the Oxnard School District and Channel Islands Lions Club. Channel Islands Lions Club agrees to provide free eye exams and/or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance during the 2019-2020 school year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-120 with the Channel Islands Lions Club.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-120 - Channel Islands Lions Club \(1 Page\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #19-120

Channel Islands Lions Club

This Memorandum of Understanding (MOU) is entered into by and between Channel Islands Lions Club and the Oxnard School District.

Purpose: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. Channel Islands Lions Club agrees to provide free eye exams and or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance.

Term: The term of this MOU shall commence July 1, 2019 and shall terminate June 30, 2020.

Compensation: The Oxnard School District **will not be charged for the services provided by Channel Island Lions Club.**

Description of Services:

A. Oxnard School District agrees to the following:

1. Verify the student has no vision insurance.
2. Provide a coordinator at each school site.
3. Provide vision referrals by phone.
4. Assist family in coordinating the eye exam appointment.

B. Channel Islands Lions Club agrees to the following:

1. Work with school representative on eye exams and glasses referrals.
2. Authorize student(s) to receive free eye exams and glasses.
3. Refer to Doctor who accepts Channel Islands Lions Club referrals.
4. Agrees to abide with HIPPA compliance.

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

Authorized Approval:

CHANNEL ISLANDS LIONS CLUB:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Howard W. Rowe, Sight Chairman
Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-121 – Forever Found (DeGenna/Ridge)

Forever Found will provide trained facilitators to work in conjunction with Oxnard School District Assistant Principals, Counselors, and Outreach Specialists, to conduct staff training on Human Trafficking and Word on the Street classes. They will also provide support and intervention for students who have been confirmed CSEC (Commercial Sexual Exploitation of Children) or display behavior that leads the District to deem the student highly vulnerable,

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #19-121 with Forever Found.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-121 - Forever Found \(2 Pages\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #19-121

Forever Found and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Forever Found and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. Forever Found will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to conduct staff training on Human Trafficking, Word on the Street classes and meet with students for support and intervention who have been confirmed CSEC or display behavior that leads the Oxnard School District to deem the student highly vulnerable.

Location: Classes and intervention sessions for youth will be conducted at designated schools only, based on need factor and identification of students. Staff training locations will be left to the discretion of OSD and may be facilitated off OSD school sites.

TERM: The term of this MOU shall commence July 1, 2019 – June 30, 2020

COMPENSATION: The Oxnard School District **will not be charged** for the services provided by Forever Found.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Provide space at each school or District location to accommodate the Forever Found facilitators.
2. Refer students to Forever Found according to Forever Found policies and procedures.
3. Utilize and provide the Forever Found approved minor release form for participation prior to students being served by Forever Found outside of the scope of services provided at OSD sites.

B. Forever Found agrees to the following:

1. Provide trained facilitators at all agreed school sites to meet with students deemed highly vulnerable to or confirmed as CSEC for support and intervention.
2. Meet with students during open school campus hours for a duration, time and day agreed upon with the referring approved OSD staff member and Forever Found.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. When possible and beneficial, provide representation at meetings convened by the Oxnard School District to review the program and or youth progress.
5. Forever Found will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.

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

AUTHORIZED APPROVAL:

FOREVER FOUND:

OXNARD SCHOOL DISTRICT:

Signature

Dionne Cope, Director of Operations

Typed Name/Title

Date

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #19-123 – LingPerfect Translations, Inc. (DeGenna/Batista)

LingPerfect Translations, Inc. will provide over-the-phone Translation/Interpreting services as needed during the period of September 11, 2019 through September 10, 2020.

FISCAL IMPACT:

\$3,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-123 with LingPerfect Translations. Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-123 - LingPerfect Translations Inc. \(4 Pages\)](#)
[Proposal \(9 Pages\)](#)
[Certificate of Insurance \(4 Pages\)](#)

OSD AGREEMENT #19-123

AGREEMENT FOR OVER-THE-PHONE INTERPRETATION SERVICES

THIS AGREEMENT ("Agreement"), effective as of **9/11/19** ("Effective Date") is made by and between **Oxnard School District** with its headquarters at 1051 S A St, Oxnard, CA 93030 ("Oxnard School District"), and **LingPerfect™ Translations, Inc.** with its headquarters at 1110 Brickell Av. Suite 430-K25, Miami, FL 33131 ("**LingPerfect**").

For and in consideration of the mutual promises and covenants set forth herein, Oxnard School District and LingPerfect agree as follows:

WHEREAS, LingPerfect is a Language Services Provider.

WHEREAS, Oxnard School District desires to contract with LingPerfect for certain interpreter services on an as-needed basis upon the terms and conditions detailed herein.

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

1. Covered Services.

Pursuant to this Agreement, Oxnard School District shall be able to request and LingPerfect shall provide, in accordance with the terms herein, uninterrupted telephone interpretation service 24-hours-a-day / 365 days-a-year / 7 days-a-week; otherwise known as over-the-phone interpretation services (collectively, "**OPI**").

a. Included features:

- On-demand interpretation via phone
- Dedicated toll-free number
- Access codes
- Ability to capture call detail
- 24 / 7 live customer service and technical support
- Medically and legally certified interpreters available in just seconds
- HIPAA, HITECH, CMS and Joint Commission compliant

2. Source of Services/Subcontracting.

Services shall be performed by freelance linguists who work as independent contractors for LingPerfect ("**Interpreters**"); provided, however, some OPI calls may be performed by persons employed by or contracting with third-party service providers.

3. Term and Termination.

- a. The term of this agreement shall be for (1) one year from the effective date. Subject to Section 2.b below, either party may terminate this Agreement on thirty (30) days' written notice at any time during the Term. Oxnard School District may terminate this Agreement immediately on written notice to LingPerfect if LingPerfect breaches any provision of this Agreement.
- b. Either party may terminate this Agreement immediately on written notice to the other party, if the other party (i) ceases to actively conduct its business (ii) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, (iii) makes a general assignment for the benefit of its creditors, or (iv) applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee. Oxnard School District can terminate this agreement immediately upon

written notice if Oxnard School District's financial obligations to LingPerfect are the subject of a garnishment.

4. **Representations and Warranties.** LingPerfect represents and warrants to Oxnard School District that the following statements are true and will be true throughout the duration of the Agreement:

- a. **Organization of LingPerfect.** LingPerfect is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- b. **Authorization/Freedom to Enter into Agreement:** LingPerfect has the full capacity, right, power, and authority to execute and perform this Agreement.
- c. **Compliance with Laws.** LingPerfect shall comply with all laws (including Common laws), ordinances, codes, rules and regulations (collectively, "Laws") regarding the Services and Deliverables, and LingPerfect's obligations and performance under this Agreement.
- d. **Merchantability, Fitness, Conformance.** The Services and Deliverables provided by LingPerfect shall (i) be provided in a professional and workman-like manner; (ii) be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard; (iii) meet or exceed all industry standards applicable to the Services; and (iv) be in compliance in all respects with all specifications, performance standards, or descriptions furnished, specified or adopted by Oxnard School District.
- e. **Proprietary Rights.** The Services and Deliverables do not infringe upon or violate any patent, trademark, copyright or other proprietary rights of any third party.
- f. **Oxnard School District Records.** LingPerfect (i) shall use any records, materials, data, and/or other information provided or made available by Oxnard School District or collected while providing the Services in connection with this Agreement (collectively, the "Oxnard School District Records"), including any records, materials, data and/or information derived from the Oxnard School District Records and any aggregated information contained within Oxnard School District Records, solely for the purpose(s) set forth in this Agreement or as agreed upon by the parties in writing; (ii) shall not authorize or permit any disclosure of Oxnard School District Records by LingPerfect except as set forth in this Agreement or as agreed upon by the parties in writing; (iii) shall securely return or destroy, as determined by Oxnard School District, the applicable Oxnard School District Records, including any copies, immediately upon the termination or expiration of this Agreement, and shall not retain any information from the Oxnard School District Records; and (iv) shall not copy, duplicate or otherwise reproduce in any manner the Oxnard School District Records or any portion of the information contained in or derived from the Oxnard School District Records except as set forth in this Agreement or as agreed upon by the parties in writing. As between LingPerfect and Oxnard School District, Oxnard School District owns all right, title and interest in and to the Oxnard School District Records. Oxnard School District Records shall be deemed the Confidential Information of Oxnard School District. Other than for purposes of performing under this Agreement, LingPerfect shall not aggregate, reverse-compile or reverse engineer any Oxnard School District Records, even if such aggregation, collection or data manipulation is anonymous or shall be used for statistical purposes or otherwise.

5. **Indemnification.**

- a. LingPerfect shall defend, indemnify and hold harmless Oxnard School District, its affiliates, and their respective directors, officers, shareholders, employees, contractors and agents (collectively, the "Oxnard School District Parties") from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to LingPerfect's performance or

failure to perform as required by this Agreement, LingPerfect's acts or omissions, or any of LingPerfect's representations or warranties contained in this Agreement.

- b. Oxnard School District shall defend, indemnify and hold harmless LingPerfect from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to (a) material or information supplied by Oxnard School District pursuant to this Agreement when such material or information is used as directed by Oxnard School District; (b) Oxnard School District trademarks, trade dress or other intellectual property (except patents) provided by Oxnard School District (the "Intellectual Property") infringing any intellectual property rights of a third party when such Intellectual Property is used as directed by Oxnard School District; or (c) Oxnard School District's breach or alleged breach of this Agreement.

6. **Notices.** Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement shall be in writing and may be transmitted via email with a read receipt in accordance with the regular method of communication between the parties. Alternatively, each party may elect to use one of the following methods of delivery: (a) US-recognized overnight courier, with such notice effective at the time delivery is shown in the courier's records; (b) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for each party shall be as listed below:

Oxnard School District
1051 S A St
Oxnard, CA 93030
ATTN: Lisa Franz
Email: lfranz@oxnardsd.org

LingPerfect™ Translations Inc.
1110 Brickell Av., Suite 430-K25
Miami, FL 33131
ATTN: Jim Freville
Email: jfreville@lingperfect.com

7. **Governing Law and Venue.** The laws of the State of Florida, without regard to Florida's choice-of-law principles, govern all matters arising out of or related to this Agreement. The parties agree that the exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States

8. **Entire Agreement.**

- a. This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.
- b. This Agreement is effective as of the Effective Date set forth in the first paragraph above. In the event the Effective Date is left blank, the Effective Date of this Agreement will be deemed to be the earlier of the date this Agreement is signed by both parties or the first date on which services contemplated by this Agreement are performed and/or provided by LingPerfect.
- c. In signing this Agreement below, each party agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

9. **Pricing.**

- a. Any active account not reaching a minimum of 50 minutes per month will have a \$25 minimum monthly service fee will be applied.
- b. All scheduled calls require a sixty (60) minute minimum and twenty-four (24) hours' notice of cancellation;
- c. Scheduled calls reserved for more than 60 minutes, started late or no-shows are billable for the total time booked.
- d. Each Third-Party call will incur an additional charge of Fifteen cents (\$0.15) per minute;
- e. Each call (including Third Party) placed internationally will incur an additional charge as per carriers' published pricing;
- f. Per minute rates:

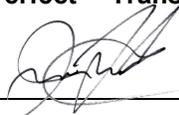
Spanish: \$2.00 per minute

All other Languages: \$2.50 per minute

Oxnard School District, Inc.

LingPerfect™ Translations, Inc.

Name: Lisa A. Franz
Title: Director of Purchasing
Date: _____


Name: Jim Freville
Title: Executive Vice President of Sales
Date: 9/17/19

Confidentiality Notice: This document is confidential and contains proprietary information and intellectual property of LingPerfect™ Translations, Inc, Inc. Neither this document nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of LingPerfect™ Translations, Inc, Inc. Please be aware that disclosure, copying, distribution or use of this document and the information contained therein is strictly prohibited.

Proposal for Over the Phone
Interpretation (OPI) Services

Prepared by
LingPerfect Translations, Inc.:



Prepared for:



LingPerfect DUNS number: 078727049
LingPerfect GSA contract number: GS00F085DA

Contents

| | |
|---|---|
| Executive Summary | 3 |
| LingPerfect at a glance | 4 |
| Technical Proposal: Interpretation | 5 |
| Simultaneous Interpretation | 5 |
| Consecutive interpreting | 5 |
| Over the Phone Interpretation (OPI) | 5 |
| LingPerfect Interpretation Experience | 6 |
| Quality Control Plan | 7 |
| Roles and responsibilities | 7 |
| Pricing Proposal | 8 |
| Telephonic Interpreting Services: | 8 |
| Summary | 9 |



Executive Summary

Erica Murillo de Jeronimo
Oxnard School District

May 16, 2019

Dear Erica,

Thank you for providing LingPerfect with this opportunity to present itself as a language translation and Interpretations services partner to **Oxnard School District**.

For more than 10 years, LingPerfect has delivered innovative business solutions that **boost efficiency and value** for our clients across our service offerings supply chain. LingPerfect has a vast network of resources which exceeds 10,000 professional translators and interpreters in the US and across the globe. We employ leading-edge technology and best practices to implement solutions that improve communication among all of a client's key stakeholders.

Since its inception, LingPerfect has been a trusted partner to US Government and Commercial entities. Throughout this time, LingPerfect has consistently demonstrated a superior level of attention to detail, flexibility in working with our clients to exceed their expectations and providing innovative solutions. Today, **Oxnard School District** is seeking a partner who can help them with phone interpretation into **Multiple Languages**.

At LingPerfect, we have the resources, attitude, services and approach to form a mutually beneficial partnership with Oxnard School District. Should you require additional information or clarification for any of our responses, please do not hesitate to contact us.

We look forward to any feedback you may have, and thank you again for this opportunity.

Cordially,

Ignacio Gioiosa
Business Development Manager
LingPerfect Translations, Inc.

1110 Brickell Av. Suite 430-K25,
Miami, FL. 33131
Phone: +1-929-200-1015
IGioiosa@LingPerfect.com
www.LingPerfect.com

LingPerfect at a glance

LingPerfect is an international language service provider that helps businesses to achieve maximum returns on their localization investment by delivering quality driven language expertise in over 150 languages. Thanks to our unique blend of employees and linguists, processes, and customer service, even the most technically and linguistically complex content can be translated into a multitude of languages effectively and efficiently.

We understand that translations are a major investment for our clients; therefore we deliver the highest value through quality translations in a timely manner. We create tailored localization solutions through clear, client-focused communications and a multilevel Quality Assurance process, guaranteeing each project has optimal results. Our experience, competitive pricing and use of the most efficient technologies allow us to build long-term partnerships with our clients.

LingDirector, our project management and translation management system, stored in the US-based Microsoft server room, allows for easy user functionality across the globe and operating systems. No installation is required, and accessibility requires only an internet connection with client-specific credentials. LingDirector allows LingPerfect and its clients to track a project's status, overall spend, and submit a new request from anywhere in the world.

At LingPerfect, we utilize only native-speaking and subject-matter experts. With offices in Europe, America and Asia we have the capabilities, resources, and infrastructure to deal with your most demanding assignments.

Technical Proposal: Interpretation

LingPerfect offers accurate interpreting services that promise comprehensible, successful communication. Our interpreters are available for business meetings, conference calls, conventions, exhibitions, courtroom and depositions, medical exams, community meetings, and tours. In today's world, communication is a key factor for success. The need to overcome a language barrier can be critical and LingPerfect's interpreting services are always available to help.

Simultaneous Interpretation

LingPerfect's simultaneous interpreting service is in high demand at international conferences, business, and community meetings where it permits presentations and discussion to proceed at the same pace as a single language meeting. Each attendee hears what is being said in his or her own language with the help of wireless receivers.

The simultaneous interpreting service is a combination of highly talented conference interpreters and wireless electronic equipment to transmit the interpreters' words to the appropriate listeners.

LingPerfect provides a complete package. Our simultaneous interpreters are trained, highly qualified specialists, selected from a large pool, according to subject and native language. All are highly skilled professionals with years of simultaneous interpreting experience. The right experts familiar with the subject matter of your agenda are assigned to your conference.

Simultaneous interpreting is the ultimate in international conference hospitality. There is no better way to attract foreign attendance. LingPerfect's simultaneous interpretation methodology had proven successful in the past for all of our Government and Commercial Partners, we will be delighted to provide our ISO certified interpretation services to Oxnard School District.

Consecutive interpreting

Consecutive interpreting is appropriate for law offices, business meetings, and various medical situations where language is a barrier. Consecutive interpreters translate what a person has just said immediately after it has been said. LingPerfect utilizes highly trained consecutive interpreter able to interpret in both directions, delivering the message with the same intonation and emphasis as each speaker, without embellishment. LingPerfect has provided this service for oral depositions and various other situations for over 150 languages.

Over the Phone Interpretation (OPI)

LingPerfect has a team of over 8,000 professional interpreters who are carefully selected and trained in interpretation skills and specific industry practices and terminologies to be the very best in the business. Professional, courteous, and focused on complete and accurate interpretation in any circumstance, our interpreters will provide you with the very best phone interpreting experience possible.

LingPerfect's over-the-phone interpreting solution is easy to use on any phone, connecting you to an interpreter within seconds, 24/7/365.

LingPerfect provides a toll free telephone number, basic account information, and identify the language you need. You will be connected with an interpreter within seconds. We can customize this process to streamline your call flow, improve efficiency, and meet your specific business needs.

LingPerfect Over the Phone Interpretation services (OPI) allows you to provide the callers with a dedicated toll free telephone number. The caller is greeted in-language, and then paired with an interpreter before your phone even rings, saving time and increasing productivity. The short response time improves the in-language client experience and is perfect for appointments, consults, community outreach, hotlines and more.

LingPerfect Interpretation Experience

In addition to the services described above LingPerfect offers a turnkey solution which proved successful for multilingual communication.

At LingPerfect, We access to the top interpreters in the world along with the high-tech equipment necessary to provide highly professional onsite interpretations in almost any environment. From large concert halls to small meeting rooms, LingPerfect has a solution for your onsite interpretations needs.

Our onsite interpreters have undergone the most rigorous language training in the industry. With UN certified interpreters on staff, LingPerfect understands the strict standards necessary to provide accurate onsite interpretations. With linguists trained in over 150 languages covering all subject matters, LingPerfect will find the right linguist for your subject matter, no matter how complex.

As with all of our service offerings, LingPerfect adheres to strict standards of confidentiality and quality.

LingPerfect is the provider to over 500 clients worldwide and is trusted by the most reputable organizations in the world, including the U.S. Military and government. Whether you need business, legal, medical, educational, or conference onsite interpretation services, LingPerfect is your cost-effective and reliable solution.

Quality Control Plan

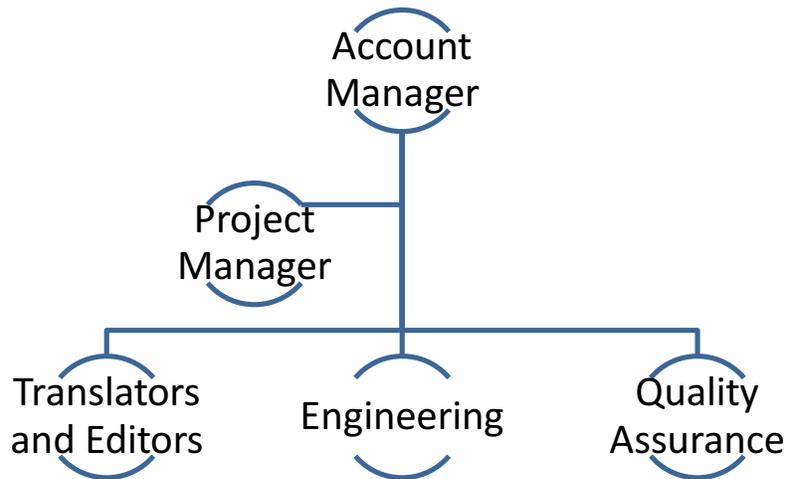
LingPerfect is ISO 9001:2008 certified and prides itself on its quality processes and providing excellent customer service in over 150 languages.

QualityPerfect is our management system that guides every stage of the translation process, from submitting materials to final approval. No job is complete until we know that the client is completely satisfied.

Flexibility around our clients' needs and consulting reference materials, such as glossaries and briefs, are key components of QualityPerfect. These steps ensure the final product meets all requirements and contains the specific, correct terminology. Moreover, with translation memory (TM) technology, additional projects can be carried out with increased precision and efficiency.

Roles and responsibilities

LingPerfect establishes a custom production team dedicated to supporting Oxnard School District needs



Management team:

Account Manager:

The AM serves as the unique point of contact for Oxnard School District. The AM handles the day to day client interaction and understands the customers' needs in order to be translated into deliverables

Project Manager:

The PM manages the entire translation team, sets up production matrices, coordinate with team members to ensure they have the necessary tools to efficiently complete the deliverables in a timely fashion.

Production team

Translators, Editors, Engineering and Quality assurance.

Pricing Proposal

Telephonic Interpreting Services:

| Tiered Pricing | Spanish (per minute) | All other languages (per minute) |
|--|-------------------------------------|---|
| 0-5,000 mins./month (Base rate) | \$2.00 | \$2.50 |
| 5,000 - 10,000 mins./month | \$1.75 | \$2.25 |
| 10,000-20k | \$1.65 | \$2.00 |
| 20k+ | \$1.55 | \$1.85 |

Summary

At LingPerfect we truly care about our clients and do everything we can to make the translation process successful and seamless. We will work with you every step of the way with a consultative approach to handle the unique demands of your projects. Our US network of linguists ensures seamless coverage regardless of language or time zone while our US-based systems allow for limitless access regardless of location.

If after reviewing this document you have additional questions or would like to discuss specific requirements in greater detail, please do not hesitate to contact me.

Ignacio Gioiosa

Business Development Manager

1110 Brickell Av. Suite 430-K25,
Miami, FL. 33131
Phone: +1-929-200-1015

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

| | |
|---|--|
| Policy No. EONNYF146021734 | |
| Item 1. Named Insured | Lingperfect Translations, Inc Principal Address: 125 Maiden Lane #509 New York , NY 10038 |
| Item 2. Policy Period: | From 12:01 a.m. 10-22-2018. To 12:01 a.m. 10-22-2019 (Local time at the address shown in Item 1) |
| Item 3. Limit of Liability (including Claims Expenses) | \$1,000,000 Each Claim \$1,000,000 Aggregate Limit \$ 5,000.00 Disciplinary Proceeding Claims Expenses Aggregate Limit (in addition to the Each Claim and Aggregate Limits set forth above) |
| Item 4. Retention | \$2,500 Each Claim |
| Item 5. Premium: | \$2,480 |
| Item 6. Retroactive Date (if applicable): | 10/22/2012 |
| Item 7. Professional Services: | See MPL Amendatory Endorsement-Definition of Professional Services |
| Item 8. NOTICE TO INSURER: | Phone: 800-433-0385 (Business Hours) 800-523-9254 (After Hours) |

Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.

Mail:

Chubb North America Claims
PO Box 5122
Scranton, PA 18505-0554

FIRST NOTICES FAX:

877-395-0131 (Toll Free)

FIRST NOTICES EMAIL:

ChubbClaimsFirstNotice@Chubb.com

Item 9. Optional **Extended Reporting Period:**

Additional Premium: 100% of last annual premium.
Additional Period: 12 months

Item 10. Endorsements:

| | | |
|----------|--------|---|
| PF18873 | (1105) | ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY DECLARATIONS |
| LD5S23J | (0314) | SIGNATURE ENDORSEMENT (SURPLUS LINES COMPANIES) |
| PF18874 | (0206) | ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY |
| PF19061 | (1005) | SPOUSAL COVERAGE EXTENSION |
| PF19236 | (1205) | INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES |
| PF19806 | (0206) | ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT) |
| PF23293 | (1207) | MPL AMENDATORY ENDORSEMENT DEFINITION OF PROFESSIONAL SERVICES AMENDED |
| PF23296a | (0708) | CONTINGENT BODILY INJURY, PROPERTY DAMAGE ("FOR" PREAMBLE) WITH SUB-LIMIT OF LIABILITY |
| PF25559 | (0309) | NEW YORK CHANGES - LEGAL ACTION AGAINST THE INSURER |
| PF38981 | (0113) | FALSE CLAIMS ACT EXCLUSION |
| PF40575 | (1213) | MPL ENHANCEMENT ENDORSEMENT |
| PF45312 | (0415) | ADDITIONAL INSURING AGREEMENTS: TECHNOLOGY LIABILITY, ELECTRONIC MEDIA ACTIVITIES, NETWORK SECURITY LIABILITY, PRIVACY LIABILITY, DATA BREACH FUND AND NETWORK EXTORTION THREAT |
| PF46422 | (0715) | TRADE OR ECONOMIC SANCTIONS ENDORSEMENT |
| PF47720 | (0316) | FIRST DOLLAR DEFENSE ENDORSEMENT |
| PF47760 | (0516) | UNSOLICITED COMMUNICATIONS EXCLUSION |
| ALL20887 | (1006) | ACE PRODUCER COMPENSATION PRACTICES & POLICIES |

| | | |
|--------------|--------|---|
| ILP001 | (0104) | U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS |
| SL34255a | (0116) | SERVICE OF SUIT ENDORSEMENT |
| TermsOfTrade | (0101) | TERMS OF TRADE |

Producer: SCOTTISH AMERICAN INSURANCE GENERAL AGENCY INC
648 39TH STREET BROOKLYN
BROOKLYN, NY 11232
Z03875

IN WITNESS WHEREOF, the **Company** has caused this **Policy** to be countersigned by a duly authorized representative of the **Company**.

DATE: 10-16-2018

Authorized Representative

AUTHORIZED AGENT

Chubb. Insured.™

SIGNATURES

| | | | |
|--|---|--|--|
| Named Insured LINGPERFECT TRANSLATIONS, INC | | | Endorsement Number LD5S23J0314 |
| Policy Symbol EON | Policy Number EONNYF146021734 | Policy Period 10-22-2018 TO 10-22-2019 | Effective Date of Endorsement 10-22-2018 |
| Issued By (Name of Insurance Company) ILLINOIS UNION INSURANCE COMPANY | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

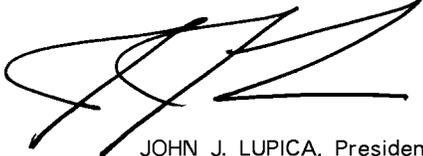
THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

ILLINOIS UNION INSURANCE COMPANY (A stock company)
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

WESTCHESTER SURPLUS LINES INSURANCE COMPANY (A stock company)
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President

Authorized Representative

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 9, 2019

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #19-126 – The Bodine Group (Vaca)

The Bodine Group will provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach, and provide Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members. Term of Agreement: July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Not to exceed \$21,000.00 plus reimbursement of actual expenses – Certificated Personnel Negotiations Funds

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #19-126 with The Bodine Group, in the amount not to exceed \$21,000.00, plus reimbursement of actual expenses.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-126 - The Bodine Group \(13 Pages\)](#)
[Proposal \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-126

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 9th day of October 2019 by and between the Oxnard School District (“District”) and The Bodine Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2019 through June 30, 2020 (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 Twenty-One Thousand Dollars (\$21,000.00), **plus** reimbursement for actual expenses, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Jesus Vaca
Phone: (805) 385.1501 x2051
Fax: (805) 486.3408

To Consultant: The Bodine Group
10091 Red Tail Hawk Way
Sacramento, CA 95829
Attention: Bridgette Bodine
Phone: (510) 305.3273
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.** DR. JESUS VACA shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

THE BODINE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-126

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-126

SERVICES

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

Provide continued facilitation services for collective bargaining for OSSA and CSEA using the Interest-Based Problem Solving approach, and Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.

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

N/A

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

| STATUS REPORT FOR ACTIVITY: | DUE DATE |
|------------------------------------|-----------------|
| A. N/A | |
| B. | |
| C. | |
| D. | |

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #19-126

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-126

COMPENSATION

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

Total compensation Not to Exceed \$21,000.00, **plus** reimbursement for actual expenses.

II. Consultant may not utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$21,000.00, plus reimbursement for actual expenses, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-126

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 #19-126

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 #19-126

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-126

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

The Bodine Group OXNARD PROPOSAL

DATE: September 9, 2019

TO: Oxnard School District
Dr. Jesus Vaca – Assistant Superintendent

FROM: **THE BODINE GROUP**
Bridgette Bodine
Joanne Bodine

ONGOING IBB NEGOTIATION FACILITATION PROPOSAL

SERVICES: Third party neutral facilitation of collective bargaining negotiation sessions between the Oxnard Elementary School District and OSSA and CSEA collective bargaining teams to assist with renewal of their individual collective bargaining agreements using the IBB process.

FEES¹: \$1,200 per day

EXPENSE LEVELS:

| | |
|------------|--------------------------|
| Mileage: | \$.58/mile |
| Lodging | Actual Cost ² |
| Meals | Actual Cost ³ |
| Car Rental | Actual Cost ⁴ |
| Air Travel | Actual Cost |

¹ Preparation time included

² Receipts accompany invoices

³ Receipts accompany invoices

⁴ Receipts accompany invoices



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|------------------------------|-----------------------|
| PRODUCER CS&S/ABD INS & FINANCIAL SERVICE INC PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 877-724-2669 Fax - 877-763-5122 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Valley Forge Insurance Company | | 20508 |
| INSURED THE BODINE GROUP 15320 WOLF RIDGE CT GRASS VALLEY, CA 95949 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | Y | N | 6012165284 | 05/15/2019 | 05/15/2020 | EACH OCCURRENCE \$ 2,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | | | | | |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | 6012165284 | 05/15/2019 | 05/15/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | BODILY INJURY (Per person) \$ | | | | | | |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER |
| | E.L. EACH ACCIDENT \$ | | | | | | |
| | E.L. DISEASE - EA EMPLOYEE \$ | | | | | | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

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

Certificate Holder is added as an additional insured as provided in the blanket additional insured endorsement as pertains to work being performed by named insured under written contract.

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

370

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 9, 2019

Agenda Section: Section D: Action Items

Adoption of Resolution #19-11 Authorizing the Issuance and Sale of 2019 Refunding General Obligation Bonds (Federally Taxable) in the Principal Amount of Not To Exceed \$37,500,000 for the Purpose of Refinancing Outstanding General Obligation Bonds and Refunding Bonds, and Approving Documents and Official Actions Relating Thereto (Aguilera-Fort/Penanhoat/CFW)

The District has received voter approval of General Obligation Bond measures for the purpose of providing financing for important facilities improvement projects in the District. Pursuant to such authority, the District has issued bonds and refunding bonds, including Series A Bonds and Series B Bonds issued pursuant to the authority of the 2012 Bond Election, and 2001 and 2011 Refunding Bonds, which refinanced prior bonds for interest cost savings (collectively, the "Prior Bonds"). When the Prior Bonds were issued, early redemption provisions were included in the bond documentation, which allow the District to refinance the outstanding bonds when interest rates reflecting current market conditions will result in savings for the District and its property taxpayers.

The District has been advised that current conditions in the bond market will result in interest savings to District property taxpayers by undertaking a refinancing of some of the maturities of the Prior Bonds. As provided by law, Refunding Bonds can only be issued if savings are realized, and the final maturity date of the Refunding Bonds is not extended beyond final maturity date of the original bonds to be refinanced.

Resolution #19-11 for Board consideration sets forth all of the terms and conditions of the issuance of 2019 Refunding Bonds to achieve interest rate savings currently available in the bond markets. The Bonds are proposed to be issued as traditional, current interest bonds (no capital appreciation bonds) pursuant to the terms of the California Government Code. The Bonds are expected to be deemed as federally taxable, in full compliance with the Federal tax code regarding refinancings on an advance basis. Current expectations regarding the costs of the 2019 Bonds as required by Senate Bill 450 are set forth in Appendix B to the Resolution. Resolution #19-11 authorizes the sale of the bonds by negotiation to the investment banking firm of Raymond James & Associates, Inc., which will underwrite all of the bonds and have the responsibility of placing them with investors. The resolution authorizes the Superintendent and Assistant Superintendent, Business and Fiscal Services, working with its financing professionals, to finalize documentation relating to the issuance of the Bonds, including the Official Statement, which is the disclosure document to be provided to potential bond purchasers, which under securities laws standards must contain all material information to make an informed investment decision, and no material misstatements or omissions.

FISCAL IMPACT:

None to General Fund. Refinancing will result in reduced ad valorem property tax levies in the District for bond repayment. Costs of issuing the Bonds are included in the refinancing plan as costs of issuance and paid from proceeds of the Refunding Bonds.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees Adopt Resolution #19-11 Authorizing Issuance of 2019 Refunding General Obligation Bonds as outlined above.

ADDITIONAL MATERIALS:

- Attached:** [Resolution #19-11 \(30 pages\)](#)
- [Draft Preliminary Official Statement \(87 pages\)](#)
- [Draft Bond Purchase Agreement \(18 pages\)](#)
- [Draft Escrow Agreement \(10 pages\)](#)

**BOARD OF TRUSTEES
OXNARD SCHOOL DISTRICT**

RESOLUTION NO. 19-11

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2019
REFUNDING GENERAL OBLIGATION BONDS (FEDERALLY
TAXABLE) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED
\$37,500,000 FOR THE PURPOSE OF REFINANCING
OUTSTANDING GENERAL OBLIGATION BONDS AND
REFUNDING BONDS, AND APPROVING DOCUMENTS AND
OFFICIAL ACTIONS RELATING THERETO**

WHEREAS, the Board of Trustees (the "Board") of the District has previously issued and sold the following series of general obligation bonds and refunding bonds (collectively, the "Prior Bonds"):

- (a) General Obligation Bonds, Election of 2012 Series A in the original principal amount of \$18,390,000 on December 27, 2012,
- (b) General Obligation Bonds, Election of 2012 Series B in the original principal amount of \$25,500,000 on May 30, 2013,
- (c) 2001 General Obligation Refunding Bonds, Series A in the original principal amount of \$20,920,000 on September 13, 2001, and
- (d) 2011 General Obligation Refunding Bonds in the original principal amount of \$7,275,000 on July 14, 2011; and

WHEREAS, the Prior Bonds are subject to redemption at the option of the District prior to maturity thereof, on the dates and upon the terms as further specified in the documents providing for the issuance of the respective series of Prior Bonds; and

WHEREAS, the District has been advised that due to favorable conditions that exist in the bond market, it has an opportunity to refund all or some maturities of the outstanding Prior Bonds and thereby realize significant financial savings to the property tax payers of the District; and

WHEREAS, the Board is authorized to provide for the issuance and sale of refunding bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Refunding Bond Law"); and

WHEREAS, in order to obtain savings for District taxpayers, the Board has determined at this time to issue and sell its 2019 Refunding General Obligation Bonds (Federally Taxable) in the aggregate principal amount of not to exceed \$37,500,000 (the "Refunding Bonds"); and

WHEREAS, it is expected that because the Prior Bonds will be refunded on an advance basis, in order to comply with all applicable federal tax law requirements, they will be issued on a federally taxable basis; and

WHEREAS, issuance of the Refunding Bonds will be in compliance with the District's debt management policy which complies with Government Code Section 8855;

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

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, 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. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

"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 of securities issued by public entities.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Refunding Bonds by the Underwriter.

"Closing Date" means the date upon which there is a physical delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"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 in connection with the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Prior 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, the Escrow Agent and their respective counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, insurance premiums, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds.

“County” means the 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 Office” means the Ventura County Office of Education.

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

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

“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, a school district organized under the Constitution and laws of the State of California, and any successor.

“District Representative” means the President of the Board, the Superintendent, the Assistant Superintendent, Business and Fiscal Services of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding 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 date of adoption hereof and as amended hereafter.

“Escrow Agent” means U.S. Bank National Association, its successors and assigns, as escrow agent under the Escrow Agreements.

“Escrow Agreement” means the Escrow Agreement between the District and the Escrow Agent, relating to the refunding and discharge of the Prior Bonds, in whole or in part. This Resolution authorizes one or more Escrow Agreements if advised to accomplish the refinancing described herein.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Interest Payment Date” means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

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

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

“Paying Agent” means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Principal Office” means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

“Prior Bonds” means, collectively, the following general obligation bonds and refunding issued by the District:

- (a) General Obligation Bonds, Election of 2012 Series A in the original principal amount of \$18,390,000 on December 27, 2012 (the “2012A Bonds”),
- (b) General Obligation Bonds, Election of 2012 Series B in the original principal amount of \$25,500,000 on May 30, 2013 (the “2012B Bonds”, and with the 2012A Bonds, the “Prior 2012 Bonds”),
- (c) 2001 General Obligation Refunding Bonds, Series A in the original principal amount of \$20,920,000 on September 13, 2001 (the “2001 Refunding Bonds”), and
- (d) 2011 General Obligation Refunding Bonds in the original principal amount of \$7,275,000 on July 14, 2011 (the “2011 Refunding Bonds”, and with the 2001 Refunding Bonds, the “Prior Refunding Bonds”);

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

“Refunding Bond Law” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53550 of said Code, as amended from time to time.

“Refunding Bonds” means the Oxnard School District (Ventura County, California) 2019 Refunding General Obligation Bonds (Federally Taxable), authorized and at any time Outstanding under this Resolution.

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

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof (if any) 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.

“Underwriter” means Raymond James & Associates, Inc., as the original purchaser of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

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 do 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 Refunding Bond Law. The District 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 Refunding 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.

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$37,500,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refund all or any portion of the outstanding Prior Bonds.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Outstanding Refunding Bonds to secure the full and final payment of principal of and interest on the Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Oxnard School District (Ventura County, California) 2019 Refunding General Obligation Bonds (Federally Taxable)". Additional designations may be added in the Bond Purchase Agreement if advisable to identify the Refunding Bonds.

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Prior Bonds to be refunded plus the principal amount of the Prior Bonds to be refunded. Before issuing the Refunding Bonds, the District shall receive confirmation that the requirements of Section 53552 of the Refunding Bond Law have been satisfied from CFW Advisory Services, LLC as financial advisor to the District (the "Financial Advisor").

Section 2.02. Terms of Refunding Bonds.

(a) Terms of Refunding Bonds. The Refunding Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof. The Refunding Bonds will be lettered and numbered as the Paying Agent may prescribe, and will be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, or (ii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond shall bear

interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on August 1 in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement. The limits relating to the maximum maturity and interest rates prescribed by the Refunding Bond Law and this Board shall be set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding 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 Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Refunding 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 Refunding 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 Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection (d) are subject in all respects to the provisions of Section 2.09 relating to Refunding Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Refunding Bonds shall be 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 redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Refunding Bonds will be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years 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 some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection

will be reduced in integral multiples of \$5,000, as designated in a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity shall be designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 denominations each of which may 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 Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. 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 Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding 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 Refunding Bonds will not accrue from and after the redemption date.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding 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 (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding 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 Refunding 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 Refunding 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

Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding 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 to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. The Refunding Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution and the Bond Purchase Agreement.

Only those Refunding 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 shall be conclusive evidence that the Refunding 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 Refunding Bonds. Any Refunding 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 Refunding 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 Refunding Bond issued upon any transfer.

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

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for

redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding 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 Refunding 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 Refunding 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 of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding 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 Refunding 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 Refunding 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 Refunding 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 Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding 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 Refunding 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 Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding 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 Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. Pursuant to Section 53583 of the Refunding Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary 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; provided that the Refunding Bonds shall only be issued if the savings requirement stated in Section 2.01 herein can be met, as confirmed by the District's Financial Advisor, and the Underwriter's discount shall not exceed 0.50% of the aggregate principal amount of the Refunding Bonds. 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.

In accordance with Section 53555 of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, (ii) the Underwriter is familiar with the financial and operating conditions of the District and the overall requirements of its financing plan, and (iii) the Refunding Bonds will be sold on a federally taxable basis and therefore might not have the broad appeal needed for a competitive sale.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds, in substantially the form on file with the Secretary 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 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 the approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the Bond Purchase Agreement shall be controlling.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The proceeds of the Refunding Bonds shall be paid by the Underwriter on the Closing Date, as directed by the District, as follows:

- (a) The Underwriter shall transfer a portion of the proceeds of such series to U.S. Bank National Association, as custodian (the "Custodian") under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance of such series of Refunding Bonds.
- (c) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent to be held, invested and applied to refund and discharge all or a portion of the outstanding Prior Bonds in accordance with the Escrow Agreement.

Section 3.03. Approval of Escrow Agreement. The Board hereby approves the refunding of the Prior Bonds pursuant to an Escrow Agreement, in substantially the form on file with the Secretary of the Board, together with any changes therein or additions thereto approved by a District Representative, whose execution thereof shall be conclusive evidence of approval to any such changes or additions. The Escrow Agreement shall be executed in the name and on behalf of the District by the Superintendent or any other District Representative, who are hereby separately authorized and directed to execute and deliver the final form of the Escrow Agreement on behalf of the District. If legal counsel advises the District that more than one escrow agreement is necessary to effectuate the refinancing plan authorized hereby, a District Representative is authorized to execute and deliver said agreements.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance of the Refunding Bonds, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Refunding Bonds with U.S. Bank National Association in the form on file with the Secretary of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(a), a portion of the proceeds of sale of the Refunding Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The engagements CFW Advisory Services LLC, acting as Financial Advisor, and Jones Hall, A Professional Law Corporation, Bond Counsel, are confirmed in accordance with existing agreements with said firms in connection with the issuance of the Refunding Bonds. The estimated costs of issuance associated with the issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.06. Approval of 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 Refunding Bonds. 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.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. 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 *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds when due, including the principal of any Refunding 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 by the County Office.

The principal of and interest and redemption premium (if any) on Refunding 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, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Office to establish, hold and maintain a fund to be known as the “2019 Refunding GO Bonds Debt Service Fund”, which the County Office shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds shall be deposited in the Debt Service Fund by the County Office promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of premium (if any) received by the District on the sale of the Refunding Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Refunding Bonds on the next succeeding Interest Payment Dates.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, 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 for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County Office shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section 4.03. The County Office shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding 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 Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

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 payment of the Refunding Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and redemption price of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding 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 payment of the Refunding 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 Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Office hereunder shall be invested 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 shall 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 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 Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.04, 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 hereby 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 Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. 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.

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 Refunding 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 Refunding Bonds then Outstanding, or their representatives authorized in writing.

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

Section 5.04. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(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 shall not constitute a default by the District hereunder or under the Refunding Bonds.

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 Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding 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. 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 Refunding 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 is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding 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 Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

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 Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, 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.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Refunding 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 Paying Agent. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute 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 Refunding 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 in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires 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 is 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 deems 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 is specifically prescribed in this Resolution) 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 the Paying Agent 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 REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding 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 Refunding 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 Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding 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 the Refunding 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 Refunding Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding 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 Refunding Bonds.

A waiver of any default by any Refunding 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 Refunding 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 Refunding Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding 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 Refunding 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 Refunding 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 Refunding 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 Refunding Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding 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 Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of

moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent 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 Refunding 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 Refunding Bonds.

Section 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. The Refunding 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 Refunding 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) to pay such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding 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 Refunding 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 that 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 Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, 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 Refunding Bond (whether upon or prior to its

maturity or the redemption date of such Refunding Bond), provided that, if such Refunding 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 Refunding 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 Refunding 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 Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this 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 any Refunding 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 Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding 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 Refunding 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 Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding 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 Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding 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 Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District 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 Refunding 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 Refunding 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.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Refunding 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 Refunding 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 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 Refunding Bond shall bind all future Owners of such Refunding 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 9.04. 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 Refunding 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 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability

whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

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 even during the continuance of an event of default with respect to the Refunding 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 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding 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 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 Refunding Bonds therein referred to.

Section 9.07. 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 Refunding 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 be vested in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Execution of Documents. 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 Refunding Bonds. 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 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 October 9, 2019, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Trustees
Oxnard School District,
Ventura County, California

ATTEST:

Secretary of the Board of Trustees
Oxnard School District,
Ventura County, California

APPENDIX A

FORM OF REFUNDING BOND

[Form Only – Not For Execution at Time of Resolution Adoption]

REGISTERED BOND NO. _____ \$ _____

OXNARD SCHOOL DISTRICT

(Ventura County, California)

**2019 REFUNDING GENERAL OBLIGATION BOND
(FEDERALLY TAXABLE)**

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The OXNARD SCHOOL DISTRICT (the "District"), located in Ventura County, California (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, 20__ (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 15th 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, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal hereof and interest hereon are 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, initially U.S. Bank National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such

Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation indebtedness of the District. The Bonds are authorized to be issued under the applicable laws of the State of California and under a resolution of the Board of Trustees of the District adopted on October 9, 2019 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond 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 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 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the 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 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 accrued interest thereon to the date fixed for redemption, without premium.

[if applicable: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal 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. 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 will be reduced on a pro rata basis in integral multiples of \$5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory 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 becomes 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, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered 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 to transfer any Bond (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

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 not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution 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 Fiscal 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 the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By _____
President
Board of Trustees

Attest:

Secretary
Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

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 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

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1*

1. True Interest Cost of the Refunding Bonds (Estimated): 3.18%
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$304,200. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately \$200,000 together with estimated Underwriter's compensation in the amount of approximately \$104,200. Bond insurance, if beneficial to the refinancing, will be an additional cost.
3. Proceeds of the Refunding Bonds expected to be received by the District for deposit in the Refunding Escrow Fund, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): \$26,679,375
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): \$36,965,538

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding rates available in the bond market at the time of pricing the Refunding Bonds, and assume a principal amount of Refunding Bonds of \$27,065,000.*

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 11, 2019

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, based upon existing laws, regulations, rulings, court decisions, and assuming (among other things) compliance with certain covenants, interest on the Bonds is exempt from State of California personal income taxes. Interest on the Bonds is not excluded from gross income for federal income tax purposes. Bond Counsel expresses no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

\$37,500,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2019 Refunding General Obligation Bonds
(Federally Taxable)

Dated: Date of Delivery

Due: August 1, as shown on inside front cover

Authority and Purposes. The Oxnard School District (Ventura County, California) 2019 Refunding General Obligation Bonds (Federally Taxable) (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 October 9, 2019 (the "Bond Resolution"). The Bonds are being issued for the purpose of refinancing certain outstanding general obligation bonds of the District. See "THE BONDS – Authority for Issuance" and "THE REFINANCING 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 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). 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 will be dated the date of delivery. The Bonds 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 February 1, 2020. Payments of principal of and interest on the Bonds will be paid by U.S. Bank National Association, 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 "THE BONDS – Mandatory Sinking Fund Redemption."

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 Underwriter's Counsel. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about _____, 2019.

RAYMOND JAMES®

The date of this Official Statement is _____, 2019.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. 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)
2019 Refunding General Obligation Bonds
(Federally Taxable)

Base CUSIP[†]: _____

| Maturity Date (August 1) | Principal Amount | Interest Rate | Yield | CUSIP[†] |
|-------------------------------------|-----------------------------|----------------------|--------------|--------------------------|
|-------------------------------------|-----------------------------|----------------------|--------------|--------------------------|

*Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

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 the 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 over allot 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.

**OXNARD SCHOOL DISTRICT
COUNTY OF SONOMA
STATE OF CALIFORNIA**

BOARD OF TRUSTEES

Veronica Robles-Solis, *President*
Monica Madrigal Lopez, *Clerk*
Debra Cordes, *Trustee*
Denis O' Leary, *Trustee*
Dr. Jesus Vega, *Trustee*

DISTRICT ADMINISTRATION

Karling Aguilera-Fort, *Superintendent*
Janet Penanhoat, *Assistant Superintendent, Business & Fiscal Services*
Ana DeGenna, Ed.D., *Assistant Superintendent, Educational Services*
Jesus Vaca, Ed.D., *Assistant Superintendent, Human Resources*

PROFESSIONAL SERVICES

FINANCIAL ADVISOR

CFW Advisory Services, LLC
Emeryville, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

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

U.S. Bank National Association
Los Angeles, California

ESCROW VERIFICATION

Causey Demgen & Moore P.C.
Denver, Colorado

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| INTRODUCTION | 1 |
| THE REFINANCING PLAN..... | 3 |
| The Refunded Bonds..... | 3 |
| Deposits in Escrow Fund | 4 |
| SOURCES AND USES OF FUNDS | 5 |
| THE BONDS..... | 6 |
| Authority for Issuance..... | 6 |
| Description of the Bonds | 6 |
| Paying Agent..... | 6 |
| Book-Entry Only System | 6 |
| Optional Redemption..... | 7 |
| Mandatory Sinking Fund Redemption..... | 7 |
| Notice of Redemption..... | 7 |
| Partial Redemption of Bonds | 8 |
| Right to Rescind Notice of Redemption | 8 |
| Registration, Transfer and Exchange of Bonds..... | 8 |
| Defeasance | 9 |
| DEBT SERVICE SCHEDULES..... | 11 |
| SECURITY FOR THE BONDS..... | 13 |
| <i>Ad Valorem</i> Taxes..... | 13 |
| Debt Service Fund..... | 14 |
| Not a County Obligation | 14 |
| PROPERTY TAXATION | 15 |
| Property Tax Collection Procedures | 15 |
| Taxation of State-Assessed Utility Property | 15 |
| Assessed Valuations | 17 |
| Reassessments and Appeals of Assessed Value | 19 |
| Typical Tax Rates..... | 20 |
| Secured Tax Levies and Delinquencies - Teeter Plan | 21 |
| Largest Property Owners..... | 22 |
| Direct and Overlapping Debt | 23 |
| TAX MATTERS..... | 24 |
| CERTAIN LEGAL MATTERS..... | 24 |
| Legality for Investment | 24 |
| Absence of Litigation | 24 |
| Compensation of Certain Professionals..... | 24 |
| CONTINUING DISCLOSURE | 25 |
| VERIFICATION OF MATHEMATICAL ACCURACY | 25 |
| RATING | 26 |
| UNDERWRITING..... | 26 |
| ADDITIONAL INFORMATION..... | 26 |
| EXECUTION..... | 27 |
| APPENDIX A - DISTRICT GENERAL AND FINANCIAL INFORMATION..... | A-1 |
| APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2018 | B-1 |
| APPENDIX C - GENERAL INFORMATION ABOUT 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 POOL – INVESTMENT POLICY AND MONTHLY REPORT | G-1 |

\$37,500,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2019 Refunding General Obligation Bonds
(Federally Taxable)

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 refunding general obligation bonds captioned above (the “**Bonds**”) by the Oxnard School District (the “**District**”), Ventura County (the “**County**”), in the State of California (the “**State**”).

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 the 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 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 is budgeted for 15,825 students in fiscal year 2019-20. See also Appendix C hereto for demographic and other statistical information regarding the City of Oxnard and the County.

Purposes. The net proceeds of the Bonds will be used to refinance on an advance basis certain maturities of the District’s outstanding General Obligation Bonds, Election of 2012, Series A and Series B, 2001 Refunding General Obligation Bonds, Series A and 2011 Refunding General Obligation Bonds (collectively, the “**Prior Bonds**” and with respect to those maturities to be refunded, the “**Refunded Bonds**”), and to pay related costs of issuance. See “THE REFINANCING PLAN” herein.

Authority for Issuance of the Bonds. The Bonds are being issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the “**Bond Law**”), and pursuant to a resolution adopted by the Board of Trustees of the District on October 9, 2019 (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 “THE BONDS – 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 Board of Supervisors is empowered and obligated to annually levy *ad valorem* taxes for the payment of principal of and interest on 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.”

Tax Matters. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California (“**Bond Counsel**”), based upon existing laws, regulations, rulings and court decisions, and assuming (among other things) compliance with certain covenants, interest on the Bonds is exempt from State of California personal income taxes, although interest on the Bonds is not excluded from gross income for federal income tax purposes. Bond Counsel express no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “TAX MATTERS” and Appendix D hereto for the form of Bond Counsel’s opinion to be delivered concurrently with the Bonds.

Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of issuance of the Bonds and executed by the District (the “**Continuing Disclosure Certificate**”). The form of the Continuing Disclosure Certificate is included in Appendix E hereto. See “THE BONDS - Continuing Disclosure.”

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.

END OF INTRODUCTION

THE REFINANCING PLAN

As described herein, the proceeds of the Refunding Bonds will be used to refund certain maturities of the Prior Bonds, and to pay related costs of issuance.

The Refunded Bonds

The Refunding Bonds are being issued by the District to refund on an advance basis certain maturities of the Prior Bonds, as more particularly identified in the following tables (the “Refunded Bonds”).

OXNARD SCHOOL DISTRICT Identification of Refunded 2012 Election, Series A Bonds

| Maturities Payable from Escrow (August 1) | CUSIP† | Principal Amount | Redemption Date | Redemption Price |
|--|--------|---------------------|--------------------|---------------------|
| Total: | | | | |

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

OXNARD SCHOOL DISTRICT Identification of Refunded 2012 Election, Series B Bonds

| Maturities Payable from Escrow (August 1) | CUSIP† | Principal Amount | Redemption Date | Redemption Price |
|--|--------|---------------------|--------------------|---------------------|
| Total: | | | | |

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

OXNARD SCHOOL DISTRICT
Identification of Refunded 2001 Refunding Bonds, Series A

| Maturities Payable from Escrow (August 1) | CUSIP† | Principal Amount | Redemption Date | Redemption Price |
|--|--------|---------------------|--------------------|---------------------|
|--|--------|---------------------|--------------------|---------------------|

Total:

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

OXNARD SCHOOL DISTRICT
Identification of Refunded 2011 Refunding Bonds

| Maturities Payable from Escrow (August 1) | CUSIP† | Principal Amount | Redemption Date | Redemption Price |
|--|--------|---------------------|--------------------|---------------------|
|--|--------|---------------------|--------------------|---------------------|

Total:

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

Deposits in Escrow Fund

The District will deliver the net proceeds of the Refunding Bonds to U.S. Bank National Association, Los Angeles, California, as escrow bank (the “**Escrow Agent**”), for deposit in an escrow fund (the “**Escrow Fund**”) established under an Escrow Agreement (the “**Escrow Agreement**”), between the District and the Escrow Agent. The Escrow Agent will invest such funds in certain 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 (“**Escrow Fund Securities**”) and will apply such funds, together with interest earnings on the investment of such funds in Escrow Fund Securities, to pay the principal of and interest on the Refunded Bonds, including the redemption price of the Refunded Bonds, as set forth above, together with accrued interest to the redemption date identified above.

Sufficiency of the deposits in the Escrow Fund for the foregoing purposes will be verified by Causey Demgen & Moore P.C., Denver, Colorado (the “**Verification Agent**”). See “VERIFICATION OF MATHEMATICAL ACCURACY” herein. As a result of the deposit of funds with the Escrow Agent on the date of issuance of the Refunding Bonds, the Refunded Bonds will

be legally defeased and will be payable solely from amounts held for that purpose under the Escrow Agreement, and will cease to be secured by *ad valorem* property taxes levied in the District.

The Escrow Fund Securities and cash held by the Escrow Agent in the Escrow Fund are pledged solely to the payment of the Refunded Bonds, and will not be available for the payment of debt service with respect to the Refunding Bonds.

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/Discount]

Total Sources

Uses of Funds

Escrow Fund

Costs of Issuance⁽¹⁾

Total Uses

(1) *All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, the financial advisor, the Paying Agent, Escrow Agent, Verification Agent, and the rating agency.*

THE BONDS

Authority for Issuance

The Bonds will be issued pursuant to the Bond Law and pursuant to the Bond Resolution.

Description 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 “Book-Entry Only System” below and “APPENDIX F – DTC and the Book-Entry Only System.”

The Bonds will be issued in the denominations 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 February 1, 2020 (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 (15th) day of the month preceding the Interest Payment Date (each, a “**Record Date**”), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to January 15, 2020, in which event it will bear interest from the date of delivery of the Bonds identified on the cover page hereof. 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.

Paying Agent

U.S. Bank National Association will act as the registrar, transfer agent, and paying agent for the Bonds (the “**Paying Agent**”) in accordance with the Bond Resolution. As long as DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will provide notices and payments in accordance with the book-entry procedures summarized below under the heading “-Book-Entry Only System.”

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 (“**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 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 redemption 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

redemption of the Bonds called for redemption 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 have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, 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 redemption price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. Whenever less than all of the outstanding Bonds are designated for redemption, the Paying Agent shall select Bonds for redemption as directed by the District, and without direction, in inverse order of maturity. If less than all Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent.

Mandatory Sinking Fund Redemption*

The Bonds maturing on August 1, 20__ (the “**Term Bonds**”) are subject to mandatory sinking fund redemption on August 1, 20__ and each August 1 thereafter in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium, together with interest accrued thereon to the redemption date. If any Term Bonds are redeemed under the foregoing optional redemption provisions, the total amount of all future sinking fund payments with respect to such Term Bonds will 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.

Term Bonds Maturing August 1, 20__

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

Notice of Redemption

The Paying Agent is required to give notice of the redemption of the Bonds, at the expense of the District, at least 20 days but not more than 60 days prior to the date fixed for redemption. Notice of any redemption of Bonds may be a conditional notice of redemption and subject to

**Preliminary; subject to change.*

rescission as set forth below and 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 or 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 shall execute and the Paying Agent shall 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 shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall 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 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 Bonds then called for redemption. The District and the Paying Agent have no liability to the 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 the Bond Resolution.

Registration, Transfer and Exchange of Bonds

If the book-entry system is discontinued, the District shall 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 shall be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided the Bond Resolution.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Dallas, Texas for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. 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

Any or all of 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 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 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), 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.

“Federal Securities” means any non-callable 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.

[Remainder of Page Intentionally Left Blank]

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 2019 Refunding General Obligation Bonds

| Bond Year Ending | Principal | Interest | Total Debt Service |
|---------------------|-----------|----------|-----------------------|
| 8/1/20 | | | |
| 8/1/21 | | | |
| 8/1/22 | | | |
| 8/1/23 | | | |
| 8/1/24 | | | |
| 8/1/25 | | | |
| 8/1/26 | | | |
| 8/1/27 | | | |
| 8/1/28 | | | |
| 8/1/29 | | | |
| 8/1/30 | | | |
| 8/1/31 | | | |
| 8/1/32 | | | |
| 8/1/33 | | | |
| 8/1/34 | | | |
| 8/1/35 | | | |
| 8/1/36 | | | |
| 8/1/37 | | | |
| 8/1/38 | | | |
| 8/1/39 | | | |
| 8/1/40 | | | |
| 8/1/41 | | | |
| Total | | | |

Combined General Obligation Bond Indebtedness. The following table shows the debt service schedule with respect to all outstanding general obligation bonds of the District, together with debt service due on the Bonds, assuming no optional redemptions.

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

| Period Ending (August 1) | 2006 Authorization | 2012 Authorization | Refunding GOBs | 2016 Authorization | The Refunding Bonds | Total |
|--------------------------------|-----------------------|-----------------------|-------------------|-----------------------|------------------------|-------|
| 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 | | | | | | |
| TOTAL | | | | | | |

**Certain maturities of the District's other GO Bonds are expected to be refunded with the proceeds of the Bonds. The debt service schedule above will be revised in the Final Official Statement to reflect final pricing information.. See "THE REFINANCING PLAN."*

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 and collected by the County. In accordance with Education Code 15250 and following, the County Board of Supervisors is empowered and 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). In no event is the District obligated to pay principal of and interest and redemption premium, if any, on the Bonds out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing in the Bond Resolution prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Other Bonds Payable from Ad Valorem Property Taxes. The District has previously issued other general obligation bonds, which are payable from *ad valorem* taxes on a parity basis. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District that is payable from *ad valorem* taxes levied on parcels in the District. See “PROPERTY TAXATION – 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 the debt service fund for the Bonds, which is maintained by the Ventura County Treasurer in accordance with Education Code Section 15251 and the Bond Resolution, 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. See “PROPERTY TAXATION” below.

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 school district or community college 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, earthquake, flood, fire, drought 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 will establish a "**Debt Service Fund**" for the Bonds, as a separate fund to be maintained distinct from all other funds of the County. 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 by the County promptly upon 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 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 become due and payable. Funds on deposit in the Debt Service Fund are subject to a statutory lien pursuant to the provisions of Section 15251 of the California Education Code.

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 other debt service funds of the District with respect to outstanding general obligation bonds of the District, if any, and if none, then 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.

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 (1) state assessed public utilities’ property and (2) property the taxes on which are a lien on real 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. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county in which the property is located.

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, Senate Bill 813 (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, Senate Bill 813 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. 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.

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 Valuations

Assessed Valuation History. The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the California Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. For a discussion of how properties currently are assessed, see Appendix A under the heading “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Shown in the following table are recent assessed valuations for the District.

OXNARD SCHOOL DISTRICT Historical Assessed Valuations Fiscal Year 2008-09 through Fiscal Year 2019-20

| Fiscal Year | Local Secured | Utility | Unsecured | Total Before Redevelopment Increment | % Change |
|-------------|------------------|--------------|---------------|--------------------------------------|----------|
| 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 | (6.5)% |
| 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 | 12,162,886,371 | 26,420,545 | 624,628,048 | 12,813,934,964 | 4.8 |
| 2018-19 | 12,722,763,657 | 22,019,444 | 665,603,830 | 13,410,386,931 | 4.7 |
| 2019-20 | 13,296,260,662 | 19,486 | 766,628,545 | 14,062,908,693 | 4.9 |

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 man-made or natural disasters such as earthquakes, fires, floods and drought. 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, and wildfires in different regions of the State, and related flooding and mudslides. The most destructive of the recent wildfires, which have burned thousands of acres and destroyed thousands of homes and structures, have originated in wildlands adjacent to urban areas. Seismic activity is also a risk in the region where the District is located. Although fires have occurred in areas adjacent to the District, recent major wildfires have not occurred within District boundaries. The District cannot predict or make any representations regarding the effects that wildfires or any other type of natural or manmade disasters and related conditions have or

may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Parcels by Land Use. The following table shows a breakdown of local secured property assessed value and parcels within the District by land use for Fiscal Year 2019-20.

OXNARD SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2019-20

| | 2019-20 | % of | No. of | % of |
|---------------------------------|--------------------------------------|---------------------|-----------------------|---------------------|
| <u>Non-Residential:</u> | <u>Assessed Valuation (1)</u> | <u>Total</u> | <u>Parcels</u> | <u>Total</u> |
| Agricultural | \$ 204,264,836 | 1.54% | 130 | 0.41% |
| Commercial | 793,767,029 | 5.97 | 855 | 2.69 |
| Vacant Commercial | 27,390,874 | 0.21 | 56 | 0.18 |
| Industrial/Food Processing | 1,463,048,246 | 11.00 | 611 | 1.92 |
| Oil & Gas Production | 151,899,962 | 1.14 | 42 | 0.13 |
| Vacant Industrial | 54,768,739 | 0.41 | 92 | 0.29 |
| Recreational | 16,787,307 | 0.13 | 26 | 0.08 |
| Government/Social/Institutional | 8,574,162 | 0.06 | 484 | 1.52 |
| Miscellaneous | <u>35,308,526</u> | <u>0.27</u> | <u>250</u> | <u>0.79</u> |
| Subtotal Non-Residential | \$2,755,809,681 | 20.73% | 2,546 | 8.01% |
| <u>Residential:</u> | | | | |
| Single Family Residence | \$ 7,320,378,777 | 55.06% | 18,679 | 58.79% |
| Condominium/Townhouse | 2,225,649,296 | 16.74 | 6,814 | 21.45 |
| Mobile Home | 13,945,808 | 0.10 | 656 | 2.06 |
| Mobile Home Park | 11,948,429 | 0.09 | 8 | 0.03 |
| 2-4 Residential Units | 323,526,022 | 2.43 | 909 | 2.86 |
| 5+ Residential Units/Apartments | 484,078,240 | 3.64 | 288 | 0.91 |
| Hotel/Motel | 72,398,261 | 0.54 | 59 | 0.19 |
| Timeshare | 723,269 | 0.01 | 1,647 | 5.18 |
| Vacant Residential | <u>87,802,879</u> | <u>0.66</u> | <u>164</u> | <u>0.52</u> |
| Subtotal Residential | \$10,540,450,981 | 79.27% | 29,224 | 91.99% |
| Total | \$13,296,260,662 | 100.00% | 31,770 | 100.00% |

(1) Local Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Per Parcel Assessed Valuation of Single-Family Homes. The table below shows the per parcel assessed valuation of single-family homes in the District for Fiscal Year 2019-20.

**OXNARD SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single-Family Homes
Fiscal Year 2019-20**

| | No. of Parcels | 2019-20 Assessed Valuation | Average Assessed Valuation | Median Assessed Valuation |
|---------------------------|---------------------------|---------------------------------------|---------------------------------------|--------------------------------------|
| Single Family Residential | 18,679 | \$7,320,378,777 | \$391,904 | \$342,955 |

| 2019-20 Assessed Valuation | No. of Parcels (1) | % of Total | Cumulative % of Total | Total Valuation | % of Total | Cumulative % of Total |
|---------------------------------------|-------------------------------|-----------------------|----------------------------------|----------------------------|-----------------------|----------------------------------|
| \$0 - \$49,999 | 631 | 3.378% | 3.378% | \$ 25,373,604 | 0.347% | 0.347% |
| \$50,000 - \$99,999 | 1,571 | 8.411 | 11.789 | 111,290,953 | 1.520 | 1.867 |
| \$100,000 - \$149,999 | 831 | 4.449 | 16.237 | 103,738,801 | 1.417 | 3.284 |
| \$150,000 - \$199,999 | 1,019 | 5.455 | 21.693 | 180,968,399 | 2.472 | 5.756 |
| \$200,000 - \$249,999 | 1,753 | 9.385 | 31.078 | 398,990,785 | 5.450 | 11.207 |
| \$250,000 - \$299,999 | 1,938 | 10.375 | 41.453 | 531,817,122 | 7.265 | 18.471 |
| \$300,000 - \$349,999 | 1,832 | 9.808 | 51.261 | 594,979,234 | 8.128 | 26.599 |
| \$350,000 - \$399,999 | 1,779 | 9.524 | 60.785 | 666,317,702 | 9.102 | 35.701 |
| \$400,000 - \$449,999 | 1,614 | 8.641 | 69.426 | 684,031,223 | 9.344 | 45.046 |
| \$450,000 - \$499,999 | 1,351 | 7.233 | 76.658 | 638,256,449 | 8.719 | 53.764 |
| \$500,000 - \$549,999 | 949 | 5.081 | 81.739 | 497,262,699 | 6.793 | 60.557 |
| \$550,000 - \$599,999 | 796 | 4.261 | 86.000 | 457,868,980 | 6.255 | 66.812 |
| \$600,000 - \$649,999 | 621 | 3.325 | 89.325 | 386,396,744 | 5.278 | 72.090 |
| \$650,000 - \$699,999 | 429 | 2.297 | 91.622 | 288,542,861 | 3.942 | 76.032 |
| \$700,000 - \$749,999 | 318 | 1.702 | 93.324 | 230,331,892 | 3.146 | 79.179 |
| \$750,000 - \$799,999 | 246 | 1.317 | 94.641 | 190,390,317 | 2.601 | 81.779 |
| \$800,000 - \$849,999 | 146 | 0.782 | 95.423 | 120,762,229 | 1.650 | 83.429 |
| \$850,000 - \$899,999 | 108 | 0.578 | 96.001 | 93,874,876 | 1.282 | 84.711 |
| \$900,000 - \$949,999 | 94 | 0.503 | 96.504 | 87,011,672 | 1.189 | 85.900 |
| \$950,000 - \$999,999 | 51 | 0.273 | 96.777 | 49,627,313 | 0.678 | 86.578 |
| \$1,000,000 and greater | <u>602</u> | <u>3.223</u> | 100.000 | <u>982,544,922</u> | <u>13.422</u> | 100.000 |
| Total | 18,679 | 100.000% | | \$7,320,378,777 | 100.000% | |

(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

There are general means by which assessed values can be reassessed or appealed that 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 A.

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.

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, adjusted for inflation, 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.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. 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, if any) may be paid.

Typical 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 2014-15 through 2018-19. Tax rates for fiscal year 2019-20 are not yet available.

**OXNARD SCHOOL DISTRICT
Typical Tax Rates
(TRA 3-001)
Dollars per \$100 of Assessed Valuation
Fiscal Years 2014-15 through 2018-19**

| | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 |
|-----------------------------|-------------------|-------------------|-------------------|-------------------|-----------------|
| 1% General Fund Levy | \$1.000000 | \$1.000000 | \$1.000000 | \$1.000000 | 1.000000] |
| Oxnard School District | .106500 | .099200 | .092100 | .083700 | .110900 |
| Oxnard Union HSD | .017800 | .028200 | .022100 | .028700 | .047500 |
| Ventura CCD | .017600 | .013000 | .015500 | .015100 | .015200 |
| Metropolitan Water District | .003500 | .003500 | .003500 | .003500 | .003500 |
| City of Oxnard | .076637 | .067563 | .047429 | .068774 | .062796 |
| Total | \$1.222037 | \$1.211463 | \$1.180629 | \$1.199774 | 1.239896 |

Source: California Municipal Statistics, Inc.

Secured Tax Levies and Delinquencies - Teeter Plan

The Board of Supervisors of 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 Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes credited to its fund, in the same manner as if the amount credited had been collected. The District participates in the Teeter Plan, and thus receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes. Currently, the County includes general obligation bond levies, including for general obligation bonds issued by the District, in its Teeter Plan.

So long as the Teeter Plan remains in effect and the County continues to include the District in the Teeter Plan, 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. However, under the statute creating the Teeter Plan, the Board of Supervisors of the County could, under certain circumstances, terminate the Teeter Plan in its entirety and, in addition, the Board of Supervisors of the County could terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated in the County with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes within the County and delinquency rates experienced with respect to the parcels within the District.

Notwithstanding the Teeter Plan, 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 2018-19 with respect to the one percent general fund apportionment.

OXNARD SCHOOL DISTRICT Secured Tax Charges and Delinquencies Fiscal Years 2010-11 Through 2018-19

| Fiscal Year | Secured Tax Charge ⁽¹⁾ | Amount Delinquent June 30 | Percent Delinquent June 30 |
|-------------|--------------------------------------|---------------------------------|----------------------------------|
| 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 | 22,639,025 | 183,585 | 0.81 |
| 2017-18 | 23,700,425 | 178,793 | 0.75 |
| 2018-19 | 24,834,149 | 181,150 | 0.73 |

(1) 1% General Fund apportionment.
Source: California Municipal Statistics, Inc

Largest Property Owners

The following table shows the 20 largest taxpayers in the District as determined by local secured assessed valuation in fiscal year 2019-20. 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. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

OXNARD SCHOOL DISTRICT Largest 2019-20 Local Secured Taxpayers

| | Property Owner | Primary Land Use | 2019-20 Assessed Valuation | % of Total (1) |
|-----|------------------------------------|-------------------------|---------------------------------------|---------------------------|
| 1. | CA Resources Petroleum Corp. | Oil & Gas Production | \$129,560,294 | 0.97% |
| 2. | F. Oliveira Ranch Co., Lessor | Shopping Center | 90,671,671 | 0.68 |
| 3. | BG Terminal CA LLC, Lessor | Industrial | 71,597,737 | 0.54 |
| 4. | Pegh Investments LLC | Industrial | 64,380,627 | 0.48 |
| 5. | Seminis Vegetable Seeds Inc. | Industrial | 53,799,945 | 0.40 |
| 6. | Centerpoint Mall LLC | Shopping Center | 52,184,419 | 0.39 |
| 7. | Sysco Food Services of Ventura | Industrial | 45,856,127 | 0.34 |
| 8. | Cedar Cresting LP | Apartments | 41,730,806 | 0.31 |
| 9. | Western Precooling Systems | Industrial | 38,408,776 | 0.29 |
| 10. | Madera My Dear LP | Apartments | 37,684,500 | 0.28 |
| 11. | MPL Property Holdings LLC | Residential Land | 35,440,093 | 0.27 |
| 12. | Ostrow Partnership | Shopping Center | 31,769,650 | 0.24 |
| 13. | Swift Investments Co. | Shopping Center | 31,713,953 | 0.24 |
| 14. | Boskovich Farms Inc. | Industrial | 30,491,401 | 0.23 |
| 15. | ROIC California LLC | Shopping Center | 30,124,065 | 0.23 |
| 16. | Raypak Inc. | Industrial | 29,902,624 | 0.22 |
| 17. | Cavort Properties LP | Apartments | 29,392,765 | 0.22 |
| 18. | Rexford Industrial Realty LP | Industrial | 28,817,658 | 0.22 |
| 19. | John McGrath Family Partnership LP | Commercial Properties | 27,282,157 | 0.21 |
| 20. | Deardorff-Jackson Co. | Industrial | 26,125,731 | 0.20 |
| | | | <u>\$926,934,999</u> | <u>6.97%</u> |

(1) 2019-20 local secured assessed valuation: \$13,296,260,662
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. with respect to debt dated as of October 1, 2019. 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.

OXNARD SCHOOL DISTRICT Statement of Direct and Overlapping Bonded Debt Dated as of October 1, 2019

2019-20 Assessed Valuation: \$14,062,908,693

| <u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u> | <u>% Applicable</u> | <u>Debt 10/1/19</u> |
|---|---------------------|----------------------------|
| Metropolitan Water District | 0.445% | \$ 213,860 |
| Ventura County Community College District | 9.962 | 26,535,914 |
| Oxnard Union High School District | 30.790 | 79,754,418 |
| Oxnard School District | 100.000 | 257,129,093 (1) (2) |
| City of Oxnard Community Facilities District No. 1 | 100.000 | 7,175,000 |
| City of Oxnard Community Facilities District No. 3 | 100.000 | 24,135,000 |
| City of Oxnard 1915 Act Bonds (Estimate) | Various | <u>2,539,580</u> |
| TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT | | \$397,482,865 |
| <u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u> | | |
| Ventura County Certificates of Participation | 9.959% | \$32,344,840 |
| Ventura County Superintendent of Schools Certificates of Participation | 9.959 | 918,220 |
| Oxnard Union High School District Certificates of Participation | 30.790 | 6,159,075 |
| Oxnard School District Certificates of Participation | 100.000 | 10,845,100 |
| City of Oxnard General Fund Obligation | 61.153 | 45,105,660 |
| City of Port Hueneme Pension Obligation Bonds | 37.804 | 1,382,372 |
| City of San Buenaventura General Fund Obligations | 0.012 | <u>3,248</u> |
| TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT | | \$96,758,515 |
| <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u> | | |
| Oxnard Redevelopment Agency H.E.R.O. Project Area | 33.524% | \$ 5,900,224 |
| Oxnard Redevelopment Agency Merged Project Area | 100.000 | <u>7,075,000</u> |
| TOTAL OVERLAPPING TAX INCREMENT DEBT | | \$12,975,224 |
| COMBINED TOTAL DEBT | | \$507,216,604 (3) |
| <u>Ratios to 2019-20 Assessed Valuation:</u> | | |
| Direct Debt (\$257,129,093) | 1.83% | |
| Total Direct and Overlapping Tax and Assessment Debt | 2.83% | |
| Combined Direct Debt (\$267,974,193) | 1.91% | |
| Combined Total Debt | 3.61% | |
| <u>Ratios to Redevelopment Incremental Valuation (\$1,344,736,448):</u> | | |
| Overlapping Tax Increment Debt | 0.96% | |

(1) Excludes accreted value of capital appreciation bonds.

(2) Excludes issue to be sold.

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

Source: California Municipal Statistics, Inc.

TAX MATTERS

The interest on the Bonds is not excluded from gross income for federal income tax purposes. However, in the opinion of Jones Hall, A Professional Law Corporation, Bond Counsel, San Francisco, California, interest on the Bonds is exempt from California personal income taxes. The proposed form of opinion of Bond Counsel with respect to the Bonds, which is to be delivered on the date of issuance of the Bonds, is set forth in APPENDIX D.

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.

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 subject to lawsuits and claims that may arise in the normal course of operating 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, CFW Advisory Services, LLC, Emeryville, California, as financial advisor to the District, and Norton Rose Fulbright US LLP, Los Angeles, California, as Underwriter's Counsel, is contingent upon issuance of the Bonds.

An affiliate of the Municipal Advisor, Caldwell Flores Winters, Inc., ("**Caldwell Flores Winters**") is currently contracted with the District, as approved by the board under separate agreements, for the provision of program implementation services for facilities and educational

programs and professional consultant services for procuring State aid grants for the modernization and construction of school facilities. Caldwell Flores Winters receives a monthly program implementation services fee based on the projected project costs for scheduled projects, which can include projects funded with the proceeds of the Bonds. Caldwell Flores Winters has also previously provided and currently provides professional consultant services for the provision of planning services; these services may influence the amount and frequency of bonds to be sold by the District.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine (9) months following the end of the District's fiscal year (which currently would be by March 31 each year based upon the June 30 end of the District's fiscal year), commencing by March 31, 2020, with the report for the 2018-19 Fiscal Year (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events. The Annual Report and any event notices will be filed by the District with the Municipal Securities Rulemaking Board (the "**MSRB**"). The specific nature of the information to be contained in an Annual Report or other notices is set forth below under the caption "APPENDIX E - Form of Continuing Disclosure Certificate." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "**Rule**").

[UPDATES TO COME FOLLOWING RECEIPT OF DAC REVIEW] 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 2014 and 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 2014 and 2015, (iii) the late filing of the District's first interim and budget reports for the fiscal years ending in 2014 and 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.

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.

VERIFICATION OF MATHEMATICAL ACCURACY

The Verification Agent, upon delivery of the Bonds, will deliver a report of the mathematical accuracy of certain computations, contained in schedules provided to them on behalf of the District, relating to the sufficiency of the anticipated amount of proceeds of the Bonds and other funds available to pay, when due, the principal, whether at maturity or upon prior redemption, interest and redemption premium requirements of the Refunded Bonds.

The report of the Verification Agent will include the statement that the scope of their engagement is limited to verifying mathematical accuracy, of the computations contained in such schedules provided to them, and that they have no obligation to update their report because of events occurring, or data or information coming to their attention, subsequent to the date of their report.

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 ratings reflect only the view of S&P and an explanation of the significance of such ratings 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 because it is not material to making an investment decision). 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 Raymond James & Associates, Inc. (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 net original issue premium of \$_____, less an Underwriter's discount of \$_____.

The purchase contract 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 Dallas, Texas.

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.

EXECUTION

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

OXNARD SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

DISTRICT GENERAL AND FINANCIAL INFORMATION

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 solely from the proceeds of an ad valorem property tax required to be levied by the County on taxable property within the District in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the front portion of this Official Statement.

GENERAL DISTRICT INFORMATION

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 is budgeted for 15,825 students in fiscal year 2019-20.

Administration

Board of Trustees. The District is governed by a five-member Board of Trustees, with each member elected to a four-year term. Elections for positions on 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:

| Name | Office | Term Expires |
|-----------------------|---------------|---------------------|
| Veronica Robles-Solis | President | November 2022 |
| Monica Madrigal Lopez | Clerk | November 2020 |
| Debra Cordes | Trustee | November 2022 |
| Denis O' Leary | Trustee | November 2020 |
| Dr. Jesus Vega | Trustee | November 2022 |

Administration. The day-to-day operations are managed by a Board-appointed Superintendent. Currently, Karling Aguilera-Fort serves as the District Superintendent. Janet Penanhoat, serves as the District's Assistant Superintendent, Business and Fiscal Services.

Recent Enrollment Trends

The following table shows recent enrollment history for the District.

OXNARD SCHOOL DISTRICT Annual Enrollment Fiscal Years 2005-06 through 2019-20 (Projected)

| <u>School Year</u> | <u>Enrollment</u> | <u>% Change</u> |
|------------------------|-------------------|-----------------|
| 2005-06 | 16,004 | --% |
| 2006-07 | 15,441 | (3.5) |
| 2007-08 | 15,281 | (1.0) |
| 2008-09 | 15,400 | 0.8 |
| 2009-10 | 15,554 | 1.0 |
| 2010-11 | 15,870 | 2.0 |
| 2011-12 | 16,119 | 1.6 |
| 2012-13 | 16,533 | 2.6 |
| 2013-14 | 16,803 | 1.6 |
| 2014-15 | 16,916 | 0.7 |
| 2015-16 | 16,918 | 0.0 |
| 2016-17 | 16,822 | (0.6) |
| 2017-18 | 16,599 | (1.3) |
| 2018-19 | 16,134 | (2.8) |
| 2019-20 ⁽¹⁾ | 15,825 | (1.9) |

⁽¹⁾Budgeted.

Source: California Department of Education, Educational Demographics Unit for fiscal years 2005-06 through 2018-19; District for fiscal year 2019-20 projections.

Employee Relations

The District has budgeted in fiscal year 2019-20 for 841.8 full-time equivalent (“FTE”) certificated (non-management) positions, 788.8 FTE classified (non-management) positions and 71 FTE management, supervisor and confidential positions. These employees, except management and some part-time employees, are represented by the bargaining units summarized below.

OXNARD SCHOOL DISTRICT Summary of Labor Organizations

| <u>Employee Group</u> | <u>Representation</u> | <u>Contract Expiration Date</u> |
|-----------------------------|---------------------------------|---------------------------------|
| Certificated (teaching) | Oxnard Educators Assn | June 30, 20__ |
| Certificated (non-teaching) | Oxnard Supportive Services Assn | June 30, 20__ |
| Classified | CA School Employees Assn | October 31, 20__ |

Source: Oxnard School District.

Insurance

The District participates in one joint powers agreement (“JPA”) entities, the Ventura County Schools Self-Funding Authority (“VCSSFA”). The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its

JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA. See Note 8 of the District's audited financial statements attached to this Official Statement.

[Remainder of Page Intentionally Left Blank]

DISTRICT FINANCIAL INFORMATION

Education Funding Generally

School districts in California (the “**State**”) 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. Districts which had local property tax revenues that exceeded their revenue limit entitlements were deemed a “Basic Aid District” and received full funding from local property tax revenues, and were entitled to keep those tax revenues which exceeded their revenue limit funding entitlement.

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 was 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 had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district’s funding gap. Full implementation occurred in fiscal year 2018-19.

Funding levels used in the LCFF “Target Entitlement” calculations for fiscal year 2019-20 are set forth in the following table.

**Fiscal Year 2019-20 Base Grant* Under LCFF by Grade Span
(Targeted Entitlement)**

| Grade Span | 2018-19 Base Grant Per ADA | 2019-20 COLA (3.26%) | Grade Span Adjustments (K-3: 10.4%; 9-12: 2.6%) | 2019-20 Base Grant/Adjusted Base Grant Per ADA |
|-------------------|-----------------------------------|-----------------------------|--|---|
| K-3 | \$7,459 | \$243 | \$801 | \$8,503 |
| 4-6 | 7,571 | 247 | n/a | 7,818 |
| 7-8 | 7,796 | 254 | n/a | 8,050 |
| 9-12 | 9,043 | 295 | 243 | 9,572 |

*Does not include supplemental and concentration grant funding entitlements.
Source: California Department of Education.

The legislation implementing LCFF 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 State Budget for fiscal year 2013-14 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 audited financial statements for the fiscal year ending fiscal year 2017-18 were prepared by Nigro & Nigro, PC., A Professional Accountancy Corporation, Murrieta, California. Audited financial statements for the District for the fiscal year ended June 30, 2018, and prior fiscal years are on file with the District and available for public inspection at the Superintendent's Office. See Appendix B hereto for the 2017-18 audited financial statements. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District and are also freely accessible online at the Electronic Municipal Market Access website operated by the Municipal Securities Rulemaking Board (emma.msrb.org) in connection with the District's annual report filings for its bonds (see description of annual report filings in the front portion of this Official Statement under the caption "Certain Legal Matters – Continuing Disclosure"). Reference to the foregoing web site does not incorporate its contents herein by reference. The District has not requested nor did the District obtain permission from its auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the auditor has not performed any post-audit review of the financial condition or operations of the District.

[Remainder of Page Intentionally Left Blank]

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 2013-14 through 2017-18.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2013-14 through 2017-18 (Audited)⁽¹⁾
Oxnard School District

| | Audited 2013-14 | Audited 2014-15 | Audited 2015-16 | Audited 2016-17 | Audited 2017-18 |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| SOURCES | | | | | |
| LCFF Sources | \$108,351,091 | \$127,311,381 | \$148,788,199 | \$158,958,238 | \$161,894,674 |
| Federal Revenue | 10,839,213 | 13,065,616 | 11,498,212 | 13,214,624 | 12,544,465 |
| Other State Revenue | 13,469,896 | 15,169,410 | 23,229,681 | 20,602,262 | 17,754,593 |
| Other Local Revenue | 9,837,142 | 9,620,057 | 10,098,065 | 9,517,198 | 10,105,439 |
| Total Revenue Limit | 142,497,342 | 165,166,464 | 193,614,157 | 202,292,322 | 202,299,171 |
| EXPENDITURES | | | | | |
| Instruction | 91,155,885 | 110,600,912 | 117,067,138 | 129,899,626 | 129,017,066 |
| Instruction – Related Services | 16,057,688 | 18,720,692 | 20,687,103 | 20,814,304 | 23,325,769 |
| Pupil Services | 7,379,861 | 11,162,054 | 14,375,225 | 16,037,749 | 18,244,959 |
| General Administration | 7,880,560 | 8,132,581 | 10,251,084 | 11,502,205 | 18,634,616 |
| Plant Services | 12,702,351 | 13,419,224 | 13,972,279 | 15,579,596 | 15,336,460 |
| Facility Acquisition and Construction | -- | -- | -- | -- | -- |
| Community Services | 870,056 | 1,425,974 | 1,376,796 | 991,700 | 2,370,504 |
| Transfers of Indirect Costs | -- | -- | (550,740) | (445,095) | (574,573) |
| Other Outgo | (432,549) | (432,478) | -- | -- | -- |
| Debt Service | 352,729 | 339,180 | 669,585 | 524,936 | 573,139 |
| Capital Outlay | 1,012,247 | 837,108 | 410,684 | 2,183,940 | 6,455,545 |
| Intergovernmental Transfers | 2,344,764 | 2,155,147 | 2,567,864 | 3,292,210 | 787,474 |
| Total Expenditures | 139,323,592 | 166,360,394 | 180,827,018 | 200,381,171 | 213,298,207 |
| Excess of (Deficiency) of Revenues Over Expenditures | 3,173,750 | (1,193,930) | 12,787,139 | 1,911,151 | (10,999,036) |
| OTHER FINANCING SOURCES | | | | | |
| Operating Transfers In | -- | -- | -- | -- | -- |
| Proceeds from Long-Term Debt | -- | -- | 8,000,000 | -- | -- |
| Discount on Issuance of Debt | -- | -- | (80,000) | -- | -- |
| Other Financing Sources | -- | -- | -- | 7,361 | -- |
| Operating Transfers Out | (166,248) | (451,680) | (585,992) | (331,710) | (461,555) |
| Total Other Financing Sources (uses) | (166,248) | (451,680) | 7,334,008 | (324,349) | (461,555) |
| NET Change in Fund Balance | 3,007,502 | (1,645,610) | 20,121,147 | 1,586,802 | (11,460,591) |
| Fund Balance, July 1 | 17,764,484 | 20,771,986 | 18,313,118 | 38,434,265 | 40,021,067 |
| Adjustments for Restatements | -- | (813,258) | -- | -- | -- |
| Fund Balance, as Restated | -- | 19,958,728 | 18,313,118 | 38,434,265 | -- |
| Fund Balance, June 30 | \$20,771,986 | \$18,313,118 | \$38,434,265 | \$40,021,067 | \$28,560,476 |

(1) Totals may not foot due to rounding.
Source: Oxnard School District Audit Reports.

District Budget and Interim Financial Reporting

District Budget Process. 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, which is part of the organizational structure of the California Department of Education (not the County of Ventura) (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, (the "**State Superintendent**") 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 ("**AB 1200**") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of AB 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 the 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. The District has not received any qualified or negative certifications of its financial reports in the past five years, nor have any of its budgets been disapproved. The District's Budget for fiscal year 2019-20 was approved by the County Superintendent.

Copies of the District's budgets, interim reports and certifications may be obtained upon request from the District. The District may impose charges for copying, mailing and handling.

[Remainder of Page Intentionally Left Blank]

District's General Fund Fiscal Year 2018-19 (Unaudited Actuals) and Fiscal Year 2019-20 (Adopted Budget) The following table shows the general fund estimated actuals for the District for fiscal year 2018-19 (Unaudited Actuals) and the general fund budget for fiscal year 2019-20 (Adopted Budget).

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Year 2018-19 (Unaudited Actuals)
And Fiscal Year 2019-20 (Adopted Budget)⁽¹⁾
Oxnard School District

| | Unaudited Actuals 2018-19 | Adopted Budget 2019-20 |
|---|------------------------------|---------------------------|
| <u>Revenues</u> | | |
| LCFF Sources | | \$170,226,857 |
| Federal revenues | | 8,659,991 |
| Other state revenues | | 8,010,317 |
| Other local revenues | | 8,185,722 |
| Total Revenues | | 195,082,887 |
| <u>Expenditures</u> | | |
| Certificated Salaries | | 83,649,054 |
| Classified Salaries | | 29,307,904 |
| Employee Benefits | | 40,135,169 |
| Books and Supplies | | 13,900,863 |
| Services and Other Operating Expenditures | | 24,697,971 |
| Capital Outlay | | 1,667,843 |
| Other Outgo (excl. transfers of Ind. Costs) | | 3,091,734 |
| Other Outgo-Transfers of Indirect Costs | | (521,451) |
| Total Expenditures | | 195,929,087 |
| Excess of Revenues Over/(Under) Expenditures | | (846,200) |
| <u>Other Financing Sources (Uses)</u> | | |
| Interfund Transfers In | | -- |
| Interfund Transfers Out | | (1,830,606) |
| Other Sources/Uses | | -- |
| Total Other Financing Sources (Uses) | | (1,830,606) |
| Net Change in Fund Balance | | (2,676,806) |
| Fund Balance, July 1 | | 17,329,519 |
| Fund Balance, June 30* | | \$14,652,713 |

(1) Budget documents do not account for reserves held outside of the general fund, which reserves are included in the audited financial statements for the District's general fund summarized in the preceding table.

*Totals may not foot due to rounding.

Source: Oxnard School District.

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 school 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.

Effective January 1, 2018, Senate Bill 751, which was signed by the Governor on October 11, 2017, amends Section 42127.01 of the Education Code to raise the reserve cap to no more than 10% of a school district's combined assigned or unassigned ending general fund balance. In addition, the amendment provides that the reserve cap will be effective only if there is a minimum balance of 3% in the Proposition 98 reserve referenced in the preceding paragraph. Basic aid school districts and small districts with 2,500 or fewer ADA are exempted from the reserve cap contained in Education Code Section 42127.01. The District cannot predict how the foregoing legislation and reserve caps could impact its reserves and future spending.

The adopted State Budget for fiscal year 2019-20 provides for an initial deposit into the Public School System Stabilization Account of the State of approximately \$376.5 million. This amount is not sufficient to trigger the reserve cap provided for by SB 858, as amended by SB 751. See also "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - 2019-20 State Budget."

The District cannot predict when or how any additional changes to legal provisions governing the reserve cap would impact its reserves and future spending. See "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - 2019-20 State Budget."

Attendance - Revenue Limit and LCFF Funding

Funding Trends. 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 ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on A.D.A., and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth recent total LCFF funding trends, together with ADA.

AVERAGE DAILY ATTENDANCE AND LCFF FUNDING TRENDS Oxnard School District Fiscal Years 2013-14 through 2019-20 (Projected Totals)

| <u>Fiscal Year</u> | <u>ADA</u> | <u>LCFF Total Funding</u> |
|------------------------|------------|---------------------------|
| 2013-14 | 16,325 | \$108,351,091 |
| 2014-15 | 16,394 | 127,311,381 |
| 2015-16 | 16,362 | 148,788,199 |
| 2016-17 | 16,183 | 158,958,238 |
| 2017-18 | 15,984 | 161,984,674 |
| 2018-19 ⁽¹⁾ | 15,982 | [to come] |
| 2019-20 ⁽²⁾ | 15,603 | 170,226,857 |

(1) Unaudited Actual.

(2) Budgeted.

Source: California Department of Education; Oxnard School District.

Targeted Student Enrollment. The District has a Target Student unduplicated count of approximately 85% in fiscal year 2019-20, and as such, is entitled to be supplemental and concentration grant funding under LCFF.

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 was entitled to. Furthermore, if a school district's share of local property tax revenues exceeded the revenue limit,

the school district was deemed a “Basic Aid” district, and entitled to keep the full share of local property taxes, even if they exceeded the revenue limit which would have been provided through State funding.

For school districts which were “Basic Aid” prior to implementation of the LCFF, provided that the per pupil funding targets under LCFF, including economic recovery targets, are met or exceeded by local property tax revenues, such districts are entitled to retain their status as Basic Aid and keep their full local property tax revenue entitlement. The threshold for Basic Aid status under the LCFF, however, is higher than under the prior funding formula, resulting in some district falling out of Basic Aid status as the result of the implementation of the LCFF. Accountability measures contained in the LCFF must be implemented by all districts, including Basic Aid districts.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under Every Student Succeeds Act, 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 substantial 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. Lottery revenues generally comprise approximately 2% of general fund revenues. 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; RECENT STATE BUDGETS - State Funding of Education.”

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

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System (“**STRS**”) and classified employees are members of the Public Employees' Retirement System (“**PERS**”). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by the District or the Underwriter.*

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 financial statements 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. See “APPENDIX B - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2018” for further information.

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 2013-14 through 2019-20 (Projected)**

| Fiscal Year | Amount* |
|-------------|-------------|
| 2013-14 | \$5,202,433 |
| 2014-15 | 9,569,943 |
| 2015-16 | 8,240,451 |
| 2016-17 | 10,131,610 |
| 2017-18 | 12,043,228 |
| 2018-19** | |
| 2019-20*** | 12,855,524 |

*Increases attributed to increase in contribution rates and modified accounting reporting requirements, which include reporting the District’s proportionate share of the plan’s net pension liability and recognizing on-behalf STRS contributions in governmental funds.

**Unaudited Actual.

***Budgeted.

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 \$107.2 billion as of June 30, 2018 (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 fund the unfunded actuarial obligation with respect to service credited members of the STRS Defined Benefit Program before July 1, 2014, within 32 years. 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 2015-16, 2016-17, 2017-18, and 2018-19 were 10.73%, 12.58%, 14.43% and 16.28% respectively. Projected employer

contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2019-20 through 2022-23**

| Fiscal Year | Employer Contribution Rate⁽¹⁾ |
|------------------------|---|
| 2019-20 ⁽²⁾ | 17.10% |
| 2020-21 ⁽²⁾ | 18.40 |
| 2021-22 | 18.60 |
| 2022-23 | 18.10 |

(1) Expressed as a percentage of covered payroll. Rates may change based on actual experience and other factors.

(2) Fiscal year 2019-20 and 2020-21 employer contribution rates have been reduced as of adoption of the fiscal year 2019-20 State Budget. See the following paragraph.

Source: AB 1469.

The State’s fiscal year 2019-20 budget includes certain pension relief provisions in the form of contributions by the State to STRS and PERS to relieve and reduce the employer contribution rates in the next two years. The STRS employer contribution rate for fiscal year 2019-20 is expected to be 17.1% (reduced from 18.13%) and for fiscal year 2020-21 is expected to be 18.4% (reduced from 19.10%).

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. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the “Schools Pool.” Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District’s employer contributions to PERS for recent fiscal years are set forth in the following table.

**PERS Contributions
Oxnard School District
Fiscal Years 2013-14 through 2019-20 (Projected)**

| Fiscal Year | Amount |
|--------------------|---------------|
| 2013-14 | \$2,702,232 |
| 2014-15 | 3,200,769 |
| 2015-16 | 3,600,770 |
| 2016-17 | 4,456,972 |
| 2017-18 | 5,263,110 |
| 2018-19* | |
| 2019-20** | 6,655,063 |

*Unaudited Actual.

**Budgeted.

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 \$27.2 billion as of June 30, 2018 (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 addition, 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 subsequent three years according to the following schedule.

**PERS Discount Rate
Fiscal Years 2018-19 through 2020-21**

| Fiscal Year | Amount |
|-------------|--------|
| 2018-19 | 7.375% |
| 2019-20 | 7.250 |
| 2020-21 | 7.000 |

Source: PERS.

The new rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, was 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 fiscal years 2015-16, 2016-17, 2017-18, and 2018-19 were 11.847%, 13.888%, 15.531%, and 18.062% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2019-20 through 2022-23⁽¹⁾**

| Fiscal Year | Employer Contribution Rate ⁽²⁾ |
|-------------|--|
| 2019-20 | 19.721% |
| 2020-21 | 22.900 |
| 2021-22 | 24.600 |
| 2022-23 | 25.300 |

(1) 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. Rates for 2019-20 and 2020-21 have been reduced following adoption of the fiscal year 2019-20 State Budget. See the following paragraph

Source: PERS

The State's fiscal year 2019-20 budget includes certain pension relief provisions in the form of contributions by the State to STRS and PERS to relieve and reduce the employer

contribution rates in the next two years. As a result of the State contributions, the employer contribution rates were reduced by approximately 1% less than previously identified by 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 of the District's audited financial statements attached hereto as APPENDIX B. 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 and 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 Benefit Obligation

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. The operation and administration of the Trust is the joint responsibility of a Board of three (3) Trustees appointed by the District and designated in writing. The Trustees consist of: (1) the District’s Assistant Superintendent of Business and Fiscal Services, (2) one member of the District’s governing board, and (3) one retiree, appointed by the District’s Board of Trustees. Membership of the Plan as of the 2017-18 fiscal year consisted of 227 retirees and beneficiaries receiving benefits and 1,087 active plan members. Those hired on or after January 1, 2012 are not qualified to receive retiree health benefits.

Benefits Provided. 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. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

Contributions. Article 4 of the Trust By-Laws grants the authority to establish and amend the contribution requirements of the District and plan members to the Trust Board. The Board establishes rates based on an actuarially determined rate. For the fiscal year ended June 30, 2018, the District’s average contribution rate was 4.0% of covered-employee payroll. Plan members are not required to contribute to the plan.

Actuarial Assumptions and Other Inputs. The District’s total OPEB liability of \$89,501,987 was measured as of June 30, 2018 and was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified: inflation 2.75% per year, salary increases 2.75% per year, investment rate of return 3.8% per year net of expenses, and healthcare cost trend rates 4.00% per year. The discount rate used to measure the total OPEB liability was 3.8 percent. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. The discount rate in the prior valuation dated November 20, 2017 was 3.5 percent.

Changes in OPEB Liability of the District. The changes in OPEB liability of the District as of June 30, 2018, as summarized in the District’s audited financial statement for fiscal year 2017-18, is shown in the following table:

**CHANGES IN TOTAL OPEB LIABILITY
Oxnard School District**

| | Total OPEB Liability |
|---------------------------|---------------------------------|
| Service Cost | \$4,854,154 |
| Interest | 3,335,606 |
| Assumption changes | (2,267,105) |
| Expected benefit payments | (3,630,866) |
| Benefit payments | (85,492) |
| Net changes | (2,377,281) |
| Balance at June 30, 2017 | <u>87,124,706</u> |
| Balance at June 30, 2018 | \$89,501,987 |

Source: Oxnard School District.

OPEB Expense. For the year ended June 30, 2018, the District recognized an OPEB expense of \$7,671,584.

For more information regarding the District’s OPEB, see Note 12 of Appendix B to the Official Statement.

Existing Debt Obligations

In addition to debt relating to pensions and OPEB, the District has outstanding debt as summarized below.

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 School District**

| Issue Date | Name of General Obligation Bond Issue | Original Principal Amount | Outstanding October 1, 2019 |
|--|--|---------------------------------|--------------------------------|
| <u>2006 Authorization- \$64 million</u> | | | |
| 07/11/2008 | 2006 Election, Series B | \$31,997,467.00 | |
| <u>2012 Authorization- \$90 million</u> | | | |
| 12/27/2012 | 2012 Election, Series A | \$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 | |
| 3/29/2018 | 2016 Election, Series B | 13,996,625.90 | |
| <u>Refunding Bonds</u> | | | |
| 03/07/1997 | 1997 Refunding Bonds | \$19,890,672.00 | |
| 09/13/2001 | 2001 Refunding Bonds, Series A | 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: | | \$330,569,764.90 | |

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, 2018, the outstanding principal balance of the 2010 Certificates is \$3,489,400.

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, 2018, 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. The most recent Investment Policy adopted by the Board of Supervisors of the County and the most recent available quarterly investment report are attached hereto as Appendix G.

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; Recent State Budgets – 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. See “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS” below.

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

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. Public 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 primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see "DISTRICT FINANCIAL INFORMATION - Education Funding Generally" above). State funds typically make up the majority of a district's LCFF allocation, although Basic Aid school districts derive most of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

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 Underwriters or 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 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 State Treasurer Internet home page at www.treasurer.ca.gov, under the heading “Bond Finance” and sub-heading “-Public Finance Division”, (1) posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State, and (2) also posts various financial documents for the State under the “-Financial Information” link.
- The California Department of Finance’s Internet home page at 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 under the headings “The Budget” and “State Budget Condition.”

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, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. Although the fiscal year 2019-20 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 30 at the November 2, 2012 statewide election and 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 State 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.

2019-20 State Budget

On June 27, 2019, the Governor signed the 2019-20 State budget (the “**2019-20 State Budget**”) into law. The 2019-20 State Budget calls for total spending of \$214.8 billion, with \$147.8 billion in general fund spending. The 2019-20 State Budget provides for \$81.1 billion of funding through Proposition 98, the primary source of funding for K-12 school districts and community college districts, an increase of \$2.7 billion, or 3.4%, from the 2018-19 State budget. Of that \$81.1 billion, \$62.9 billion will be distributed to K-12 school districts through the LCFF, which will be fully funded during fiscal year 2019-20, restoring every school district in the State to at least pre-recession funding levels.

The 2019-20 State Budget continues to build State reserves, with the rainy-day fund balance projected to grow to \$16.5 billion by the end of the budget year. Additionally, revenues have been set aside in new savings funds, including a \$900 million reserve for safety net programs. Other significant features of the 2019-20 State Budget include:

- \$1.5 billion anticipated in Proposition 51 bond funds for school facilities and an additional \$1.2 million of ongoing Proposition 51 bond funds;
- \$5 million one-time funding for a long-term strategic plan to provide childcare and preschool for children from birth through age twelve;
- \$300 million one-time funding to construct new or retrofit existing facilities to support full-day kindergarten programs;
- \$645.3 million ongoing funding for special education, including \$152.6 million to provide all Special Education Local Plan Areas with at least the statewide target rate for base special education funding.
- \$147.4 million one-time and ongoing funding to address the shortage of teachers;
- \$918 million in additional funding to identify and implement recommendations and solutions to reduce wildfire risk, bolster the state's emergency preparedness capacity and protect vulnerable communities;
- \$518,000 one-time funding to reimburse cities, counties and special districts for 2018-2019 property tax losses and a corresponding \$530,000 that will be used to backfill property tax revenue losses for K-14 schools in those cities, counties and districts;
- \$460 million one-time general funding to increase the quality and availability of child care, including \$263 million for child care and preschool facilities expansion and \$195 million for childcare and preschool workforce development;
- one-time funding of \$750 million to support local governments in increasing and accelerating housing production; and
- one-time funding of \$650 million to support local governments in addressing homelessness, to be used for emergency shelters and navigation centers, rapid rehousing, permanent supportive housing, job programs and hotel/motel conversions.

Disclaimer Regarding State Budgets. The implementation of the foregoing 2019-20 State Budget and any 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 2019-20 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 State budget information set forth or referred to or incorporated in this Official Statement.

Availability of State Budgets. The complete 2019-20 State Budget is available from the California Department of Finance website at www.ebudget.ca.gov. Impartial analyses of these documents are published by the Legislative Analyst Office, and can be accessed at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of internet addresses referenced herein 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.

Legal Challenges to State Funding of Education

The application of Proposition 98 (as discussed below) and other statutory regulations has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are 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, 39 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. All of the District's outstanding general obligation bonds were authorized pursuant to clause (iii) above. 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.

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 State Board of Equalization 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

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 XIID. 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 XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID 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 XIIB

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, community college districts, including the District, 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 30 and Proposition 55

On November 6, 2012, voters approved the Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “**Proposition 30**”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 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 was 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 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,000 for joint filers and over \$340,000 but less than \$408,000 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$600,000 but less than \$1,000,000 for joint filers and over \$408,000 but less than \$680,000 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household 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 are 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 are allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds are 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.

The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, was a constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030, instead of the scheduled expiration date of December 31, 2018. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges. Proposition 55 did not extend the sales and excise tax increases of Proposition 30.

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.

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, 22, 26, 30 and 39 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.

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR FISCAL YEAR ENDED JUNE 30, 2018**

APPENDIX C

GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND VENTURA COUNTY

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 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 (except 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 2015 through 2019

| | 2015 | 2016 | 2017 | 2018 | 2019 |
|---------------------|----------------|----------------|----------------|----------------|----------------|
| Camarillo | 67,496 | 68,134 | 68,370 | 68,741 | 69,880 |
| Fillmore | 15,614 | 15,686 | 15,800 | 15,953 | 15,925 |
| Moorpark | 36,009 | 36,475 | 36,684 | 37,044 | 37,020 |
| Ojai | 7,619 | 7,622 | 7,641 | 7,679 | 7,769 |
| Oxnard | 203,825 | 204,877 | 205,489 | 206,499 | 209,879 |
| Port Hueneme | 23,276 | 23,704 | 23,711 | 23,929 | 23,526 |
| San Buenaventura | 110,752 | 110,870 | 111,085 | 111,269 | 108,170 |
| Santa Paula | 31,245 | 31,266 | 31,061 | 31,138 | 30,779 |
| Simi Valley | 128,383 | 128,194 | 128,274 | 128,760 | 127,716 |
| Thousand Oaks | 129,715 | 129,484 | 129,502 | 130,196 | 129,557 |
| Balance of County | 97,492 | 97,649 | 98,293 | 97,865 | 96,377 |
| Total County | 851,426 | 853,961 | 855,910 | 859,073 | 856,598 |

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 the Ventura County was 3.9% in July 2019, up from a revised 3.6% in June 2019, and below the year-ago estimate of 4.0%. This compares with an unemployment rate of 4.4% for California and 4.0% 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 2018 Benchmark)**

| | 2013 | 2014 | 2015 | 2016 | 2017 |
|---|---------|---------|---------|---------|---------|
| Civilian Labor Force ⁽¹⁾ | 430,100 | 427,600 | 425,700 | 424,700 | 425,700 |
| Employment | 401,500 | 403,500 | 403,400 | 405,600 | 409,700 |
| Unemployment | 28,600 | 24,100 | 22,200 | 19,100 | 16,100 |
| Unemployment Rate | 6.6% | 5.6% | 5.2% | 4.5% | 3.8% |
| <u>Wage and Salary Employment:</u> ⁽²⁾ | | | | | |
| Agriculture | 26,500 | 26,300 | 25,200 | 23,800 | 24,400 |
| Mining and Logging | 1,300 | 1,000 | 900 | 900 | 900 |
| Construction | 13,700 | 14,200 | 14,600 | 15,700 | 16,800 |
| Manufacturing | 25,000 | 25,900 | 25,700 | 25,600 | 26,200 |
| Wholesale Trade | 12,700 | 12,600 | 13,000 | 13,200 | 13,200 |
| Retail Trade | 39,200 | 39,900 | 40,000 | 40,100 | 39,600 |
| Trans., Warehousing and Utilities | 6,000 | 6,000 | 6,000 | 6,100 | 6,400 |
| Information | 5,300 | 5,100 | 5,000 | 5,000 | 5,000 |
| Finance and Insurance | 14,200 | 13,500 | 13,200 | 12,700 | 12,400 |
| Real Estate and Rental and Leasing | 4,500 | 4,300 | 4,300 | 4,200 | 4,100 |
| Professional and Business Services | 41,500 | 40,500 | 40,900 | 42,200 | 42,900 |
| Educational and Health Services | 41,600 | 42,900 | 44,400 | 45,900 | 47,600 |
| Leisure and Hospitality | 34,800 | 35,700 | 36,400 | 37,200 | 37,700 |
| Other Services | 9,800 | 9,700 | 9,600 | 9,600 | 9,400 |
| Federal Government | 6,900 | 7,100 | 7,400 | 7,300 | 7,200 |
| State Government | 2,800 | 2,900 | 2,900 | 3,000 | 3,000 |
| Local Government | 34,400 | 35,400 | 36,300 | 36,600 | 36,600 |
| Total, All Industries ⁽³⁾ | 320,200 | 322,800 | 325,700 | 329,200 | 333,300 |

(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 September 2019, listed alphabetically.

VENTURA COUNTY Major Employers September 2019

| Employer Name | Location | Industry |
|--------------------------------|------------------|--|
| Amgen Inc | Newbury Park | Biological Specimens-Manufacturers |
| Baxter Healthcare | Westlake Village | Physicians & Surgeons Equip & Supls-Mfrs |
| City of Simi Valley | Simi Valley | City Hall |
| Community Memorial Health Syst | Ventura | Health Care Management |
| Haas Automation Inc | Oxnard | Computers-Electronic-Manufacturers |
| Harbor Freight Tools USA Inc | Camarillo | Tools-New & Used |
| Kaiser Permanente Ventura 888 | Ventura | Medical Centers |
| Los Robles Hospital & Med Ctr | Thousand Oaks | Hospitals |
| Moorpark College | Moorpark | Junior-Community College-Tech Institutes |
| Nancy Reagan Breast Ctr | Simi Valley | Diagnostic Imaging Centers |
| National Guard | Port Hueneme | Government Offices-State |
| Naval Base Ventura County | Point Mugu Nawc | Military Bases |
| Ojai Valley Inn & Spa | Ojai | Hotels & Motels |
| Oxnard College | Oxnard | Junior-Community College-Tech Institutes |
| Pentair Aquatic Systems | Moorpark | Swimming Pool Equipment & Supls-Retail |
| Port Hueneme Div Naval | Port Hueneme Cbc | Military Bases |
| Rancho Simi Recreation Prk Dst | Simi Valley | Swimming Pools-Public |
| Santa Paula Sch Superintendent | Santa Paula | Schools |
| Sheriff's Department-Jails | Ventura | Government Offices-County |
| 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 |
| Sullstar Technologies | Simi Valley | Telephone Equipment & Supplies |
| 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, 2019 2nd 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 year 2018.

Total taxable sales during the first quarter of calendar year 2018 in the City were reported to be \$684,172,336, a 7.00% increase over the total taxable sales of \$639,434,194 reported during the first quarter of calendar year 2017.

CITY OF OXNARD Taxable Retail Sales Calendar Years 2013 through 2017 (Dollars in Thousands)

| | Retail Stores | | Total All Outlets | |
|---------------------|-------------------|----------------------|-------------------|----------------------|
| | Number of Permits | Taxable Transactions | Number of Permits | Taxable Transactions |
| 2013 | 2,218 | \$1,864,247 | 3,479 | \$2,395,169 |
| 2014 | 2,338 | 1,947,853 | 3,590 | 2,502,372 |
| 2015 ⁽¹⁾ | 2,556 | 1,964,023 | 4,103 | 2,521,312 |
| 2016 | 2,565 | 2,085,890 | 4,193 | 2,639,291 |
| 2017 | 2,653 | 2,152,900 | 4,287 | 2,733,223 |

(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: State Board of Equalization. *Taxable Sales in California (Sales & Use Tax) for years 2013-2016*. State Department of Tax and Fee Administration for year 2017.

Total taxable sales during the first quarter of calendar year 2018 in the County were reported to be \$3,311,700,481, a 3.63% increase over the total taxable sales of \$3,195,813,881 reported during the first quarter of calendar year 2017.

VENTURA COUNTY Taxable Retail Sales Calendar Years 2013 through 2017 (Dollars in Thousands)

| | Retail Stores | | Total All Outlets | |
|---------------------|-------------------|----------------------|-------------------|----------------------|
| | Number of Permits | Taxable Transactions | Number of Permits | Taxable Transactions |
| 2013 | 14,285 | \$9,101,436 | 22,234 | \$12,824,296 |
| 2014 | 14,903 | 9,401,053 | 22,851 | 13,366,628 |
| 2015 ⁽¹⁾ | 10,453 | 9,615,370 | 25,826 | 13,784,346 |
| 2016 | 15,595 | 9,774,880 | 26,161 | 13,745,950 |
| 2017 | 15,751 | 10,102,010 | 26,392 | 13,901,215 |

(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: State Board of Equalization. *Taxable Sales in California (Sales & Use Tax) for years 2013-2016*. State Department of Tax and Fee Administration for year 2017.

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 2015 through 2019.

COUNTY OF VENTURA Effective Buying Income As of January 1, 2015 through 2019

| Year | Area | Total Effective Buying Income (000's Omitted) | Median Household Effective Buying Income |
|------|----------------|---|--|
| 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 |
| 2017 | City of Oxnard | \$3,753,727 | \$58,421 |
| | Ventura County | 26,565,506 | 71,934 |
| | California | 1,113,648,181 | 59,646 |
| | United States | 8,640,770,229 | 50,735 |
| 2018 | City of Oxnard | \$3,753,727 | \$58,421 |
| | Ventura County | 26,565,506 | 71,934 |
| | California | 1,113,648,181 | 59,646 |
| | United States | 8,640,770,229 | 50,735 |
| 2019 | City of Oxnard | \$3,763,376 | \$58,042 |
| | Ventura County | 26,149,018 | 70,618 |
| | California | 1,183,264,399 | 62,637 |
| | United States | 9,017,967,563 | 52,841 |

Source: The Nielsen Company (US), Inc for years 2015 through 2018; Claritas, LLC for 2019.

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.

CITY OF OXNARD
Total Building Permit Valuations
Calendar Years 2014 through 2018
(valuations in thousands)

| | 2014 | 2015 | 2016 | 2017 | 2018 |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>Permit Valuation</u> | | | | | |
| New Single-family | \$10,497.2 | \$41,189.3 | \$48,722.1 | \$55,602.1 | \$16,535.7 |
| New Multi-family | 48,026.2 | 11,874.3 | 87,380.0 | 41,833.8 | 15,462.4 |
| Res. Alterations/Additions | <u>12,277.6</u> | <u>7,501.4</u> | <u>5,645.5</u> | <u>4,977.7</u> | <u>6,517.4</u> |
| Total Residential | 70,801.0 | 60,565.0 | 141,747.6 | 102,413.6 | 648,051.5 |
| | | | | | |
| New Commercial | 2,459.6 | 5,281.7 | 10,978.0 | 9,697.8 | 2,317.1 |
| New Industrial | 9,118.2 | 1,337.6 | 0.0 | 0.0 | 7,311.5 |
| New Other | 2,156.9 | 764.0 | 5,688.7 | 13,923.6 | 14,126.8 |
| Com. Alterations/Additions | <u>19,682.6</u> | <u>14,145.1</u> | <u>17,549.1</u> | <u>16,958.3</u> | <u>17,485.9</u> |
| Total Nonresidential | 33,417.3 | 21,528.4 | 34,218.8 | 40,579.7 | 41,241.3 |
| | | | | | |
| <u>New Dwelling Units</u> | | | | | |
| Single Family | 42 | 146 | 144 | 198 | 40 |
| Multiple Family | <u>269</u> | <u>83</u> | <u>579</u> | <u>482</u> | <u>56</u> |
| TOTAL | 311 | 229 | 723 | 680 | 96 |

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY
Total Building Permit Valuations
Calendar Years 2014 through 2018
(valuations in thousands)

| | 2014 | 2015 | 2016 | 2017 | 2018 |
|----------------------------|-----------------|-----------------|-----------------|------------------|--------------------|
| <u>Permit Valuation</u> | | | | | |
| New Single-family | \$169,065.9 | \$238,295.5 | \$236,652.9 | \$266,346.8 | \$392,515.2 |
| New Multi-family | 102,514.6 | 69,260.2 | 147,122.8 | 231,822.5 | 107,224.0 |
| Res. Alterations/Additions | <u>72,971.1</u> | <u>66,458.2</u> | <u>64,655.7</u> | <u>200,617.4</u> | <u>148,312.3</u> |
| Total Residential | 344,551.6 | 374,013.9 | 448,431.4 | 698,786.7 | 648, |
| | | | | | |
| New Commercial | 21,358.7 | 55,505.3 | 52,600.3 | 71,967.3 | 144,707.2 |
| New Industrial | 17,938.6 | 4,404.9 | 4,647.4 | 35,699.9 | 16,865.3 |
| New Other | 30,893.9 | 37,412.3 | 57,210.5 | 31,579.7 | \$42,529.7 |
| Com. Alterations/Additions | <u>79,948.9</u> | <u>92,613.9</u> | <u>88,289.8</u> | <u>91,036.8</u> | <u>\$153,876.7</u> |
| Total Nonresidential | 150,140.1 | 189,936.4 | 202,748.0 | 230,283.7 | \$357,978.9 |
| | | | | | |
| <u>New Dwelling Units</u> | | | | | |
| Single Family | 450 | 615 | 652 | 851 | 637 |
| Multiple Family | <u>632</u> | <u>394</u> | <u>1,011</u> | <u>1,638</u> | <u>612</u> |
| TOTAL | 1,082 | 1,009 | 1,663 | 2,489 | 1,249 |

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2019

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

OPINION: \$ _____ Oxnard School District
 (Ventura County, California)
 2019 Refunding General Obligation Bonds (Federally Taxable) _____

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) 2019 Refunding General Obligation Bonds (Federally Taxable), dated the date hereof (the "Bonds"), under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and a resolution of the Board of Trustees of the District (the "Board") adopted on October 9, 2019 (the "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 District contained in the 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 under the Bond Law and to perform its obligations under the Resolution and the Bonds.

2. The 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 issued by the District, and are valid and binding general obligations of the District.

4. The Board of Supervisors of Ventura County is obligated under the laws of the State of California to cause to be levied a tax without limit as to rate or amount upon the property in the District subject to taxation by the District for the payment when due of the principal of and interest on the Bonds.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2019 Refunding General Obligation Bonds
(Federally Taxable)

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 execution and delivery of the captioned bonds (the “**Bonds**”). The Bonds are being executed and delivered pursuant to two separate resolutions adopted by the Board of Trustees of the District on October 9, 2019 (the “**Resolution**”). The District 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 in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms have the following meanings:

“*Annual Report*” means any Annual Report provided by the District under and as described in Sections 3 and 4.

“*Annual Report Date*” means the date that is nine months after the end of the District’s fiscal year (currently April 1 based on the District’s fiscal year end of June 30).

“*Dissemination Agent*” means, initially the District, or any successor third party Dissemination Agent designated in writing by the District and which has filed with the District 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.

“*Participating Underwriter*” means the original purchaser 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 provide, not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing no later than March 31, 2020, with the report for the 2018-19 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. 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.

(b) If the District does not provide in a timely manner (or cause the Dissemination Agent to provide in a timely manner) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to the 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 this Disclosure Certificate, the District shall provide such further material 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. The District shall clearly identify each such other document so included by reference.

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.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(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) 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 Bond 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), (a)(14), and (a)(15) of this Section 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.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

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 such Agent, with or without appointing a successor Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision hereof, 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 Bond Resolution for amendments to the Bond 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 under 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 9. Additional Information. Nothing in this Disclosure Certificate prevents 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 10. Default. If the District fails to comply with any provision of this Disclosure Certificate, 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 Bond 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 11. Duties, Immunities and Liabilities of Dissemination Agent. 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 it 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 obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. 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: _____, 2019

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: Oxnard School District

Name of Bond Issue: \$_____ Oxnard School District (Ventura County, California) 2019 Refunding General Obligation Bonds (Federally Taxable)

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the resolution adopted by the Board of Trustees of the District authorizing the issuance of the Bonds. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT

By: _____
Authorized Officer

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”) 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. *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 POOL
INVESTMENT POLICY AND MONTHLY REPORT**

\$ _____
OXNARD SCHOOL DISTRICT
 (Ventura County, California)
2019 Refunding General Obligation Bonds
 (Federally Taxable)

BOND PURCHASE AGREEMENT

_____, 2019

Board of Trustees
 Oxnard School District
 1051 South "A" Street
 Oxnard, California 93030

Ladies and Gentlemen:

Raymond James & Associates, Inc., 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 \$_____ in aggregate principal amount of Oxnard School District (Ventura County, California) 2019 Refunding General Obligation Bonds (Federally Taxable) (the "Bonds"). The Underwriter shall purchase the Bonds at a purchase price of \$_____ (representing the principal amount of the Bonds, less original issue discount of \$_____, less Underwriter's discount of \$_____).

The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on October 9, 2019 (the "Bond Resolution") and the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), for the purpose of refinancing on an advance basis certain outstanding bonds of the District (the "Prior Bonds," and those maturities to be refinanced being the "Refunded Bonds"), as more particularly described in the Bond Resolution.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-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, including the process leading thereto, the Underwriter is and has been acting solely as a principal and not as an agent or a

fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter or any affiliate of the Underwriter has advised or is currently advising the District on other matters) nor has it assumed any other obligation to the District except the obligations expressly set forth in this Purchase Agreement and (iv) the District has consulted with its own legal, financial and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgment 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 bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

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").

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and in Appendix A hereto.

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, an Escrow Agreement (defined below), the Continuing Disclosure Certificate (as defined in Section 8(i)) 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. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

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 _____, 2019 (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 ("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 or denominational amount, principal or denominational amount per

maturity, delivery date, rating(s), redemption provisions 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 District does not object to distribution of the Preliminary Official Statement in electronic form.

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 electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. **Closing.** At 8:00 a.m., California Time, on November 1, 2019 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, the Escrow 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, the Escrow 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, the Escrow Agreement 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 enforceable in accordance with their respective terms; 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, the execution and delivery of this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate 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) State Tax Exemption. The District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from any applicable State tax of the interest on 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, the Escrow Agreement 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 or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; 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, the Escrow 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 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 nor any governmental agency or other public body on behalf of the District will 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. Except as otherwise described in the Preliminary Official Statement and the Official Statement, the District has not failed during the previous five years to comply in all material respects with any previous undertakings made pursuant to written continuing disclosure certificates and/or agreements under Rule 15c2-12.
- (j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof and hereof, did not and does 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. If the Official Statement is supplemented or amended pursuant to Section 10(c) of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Preliminary Official Statement and 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 affect, 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. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature to such financial position. The District is not a party to any litigation or other proceedings pending, or to its best knowledge, threatened, which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

- (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) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Ventura County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for the County a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of the County.

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. **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 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 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.
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. **[Reserved]**.

12. **Conditions to Closing**. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants 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 conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also 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 Escrow 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, the Escrow Agreement, 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 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.
- (d) Marketability. Between the date hereof and the Closing Date, 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 of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of State income taxation of the interest received on obligations of the general character of the Bonds, or of the interest on the Bonds as described in the Official Statement, or other actions or events shall have transpired that may have the purpose or effect, directly or indirectly, of changing state income tax consequences of any of the transactions contemplated herein; 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) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

- (3) 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 or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction or a material disruption in securities settlement payment or clearance services affecting the Bonds shall have occurred;
- (4) 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 including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;
- (5) 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;
- (6) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;
- (7) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency;
- (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, 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;
 - (15) any proceeding shall have been commenced or threatened in writing by the SEC against the District; or
 - (16) other disruptive events, occurrences or conditions in the securities or debt markets.
- (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 of the Bonds and exemption from State taxes, 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 BONDS", "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and the form and content of Bond Counsel's approving opinion regarding the treatment of interest on the Bonds under California 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;
 - (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement, the Escrow 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 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 and the Continuing Disclosure Certificate, (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 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, (vi) no further consent is required for inclusions of the audit in the Official Statement, and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Bond Resolution; and (viii) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;

- (5) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Trustees to the effect that:
 - (i) such copies are true and correct copies 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;

- (6) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
 - (7) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
 - (8) Paying Agent Certificate. A written certificate of U.S Bank National Association (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 validly existing and has full power to enter into, accept and perform its duties under the Bond Resolution;
 - (9) Escrow Agent Certificate. A written certificate of U.S Bank National Association (the "Escrow Agent"), executed by a duly authorized representative of the Escrow Agent, dated the date of the Closing, to the effect that the Escrow Agent is validly existing and has full power to enter into, accept and perform its duties under the Escrow Agreement;
 - (10) Verification Report. A verification report of an accounting firm confirming the sufficiency of funds deposited in escrow for the purpose of refunding the Refunded Bonds;
 - (11) Underwriter's Counsel Opinion. An opinion of counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
 - (12) Rating. Evidence that the Bonds have been assigned an insured rating of "_____" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") and that such rating has not been withdrawn or downgraded; and
 - (13) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) 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.** Except as otherwise described herein, the District shall pay any expenses incident to the issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent and Escrow Agent, (vii) verification fees, (viii) fees of IPREO, DTC and CUSIP which can be paid directly or reimbursed to the Underwriter, and (ix) all other fees and expenses incident to the issuance and sale of the Bonds. Such expenses shall be paid from the proceeds of the Bonds or any other lawfully available funds.

Except as provided above, all out-of-pocket expenses of the Underwriter, including but not limited to fees of Underwriter's counsel, California Debt and Investment Advisory Commission fees, travel and costs, shall be paid by the Underwriter.

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:

Raymond James & Associates, Inc.
10250 Constellation Boulevard, Suite 850
Los Angeles, California 90067
Attention: Mr. John R. 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. **Non-assignment.** 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.

[Signatures appear on the following page]

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 the State of California.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter

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: _____, 2019

Time of Execution: _____ p.m.

[Signature Page of Purchase Agreement]

APPENDIX A

Maturity Schedule

Redemption Provisions

ESCROW AGREEMENT

Relating to the advance refunding of
certain maturities of

| | |
|---|---|
| \$18,390,000 original principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds Election of 2012, Series A | \$25,500,000 original principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds Election of 2012, Series B |
| \$20,920,000 original principal amount of Oxnard School District (Ventura County, California) 2001 General Obligation Refunding Bonds Series A | \$7,275,000 original principal amount of Oxnard School District (Ventura County, California) 2011 General Obligation Refunding Bonds |

This ESCROW AGREEMENT (this "Agreement"), dated November 1, 2019, is between the OXNARD SCHOOL DISTRICT, a school district organized and existing under the Constitution and laws of the State of California (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, acting as escrow agent for the Prior Bonds described below (the "Escrow Agent").

BACKGROUND:

- District has previously issued and sold the following series of general obligation bonds and refunding bonds (collectively, the "Prior Bonds"):
 - General Obligation Bonds, Election of 2012 Series A in the original principal amount of \$18,390,000 on December 27, 2012,
 - General Obligation Bonds, Election of 2012 Series B in the original principal amount of \$25,500,000 on May 30, 2013,
 - 2001 General Obligation Refunding Bonds, Series A in the original principal amount of \$20,920,000 on September 13, 2001, and
 - 2011 General Obligation Refunding Bonds in the original principal amount of \$7,275,000 on July 14, 2011; and
- The Prior Bonds were issued pursuant to District Board Resolutions adopted in connection therewith (collectively, the "Prior Bond Resolutions").
- In order to provide for the refinancing of certain outstanding maturities of the Prior Bonds, the Board of Trustees of the District has caused the issuance of its "Oxnard School District (Ventura County, California) 2019 Refunding General Obligation Bonds (Federally Taxable)" in the aggregate principal amount of \$_____ (the "2019 Bonds"),

under a resolution adopted by the Board of Trustees of the District on October 9, 2019 (the "2019 Bond Resolution").

4. The District wishes to appoint the Escrow Agent in order to establish an irrevocable escrow fund to be funded with the proceeds of the 2019 Bonds for the purpose of providing for the payment and redemption of the refunded portions of the Prior Bonds as more particularly identified on Exhibit A hereto (the "Refunded Bonds") through and including the applicable redemption date.

A G R E E M E N T :

In consideration of the premises and the material covenants contained herein, the District and the Escrow Agent hereby agree as follows:

SECTION 1. *Definition of Federal Securities.* As used herein, the term "Federal Securities" means any non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which guaranteed by the pledge of the full faith and credit of the United States of America.

SECTION 2. *Appointment of Escrow Agent; Establishment of Escrow Fund.* The District hereby appoints the Escrow Agent to act as escrow agent for purposes of administering the funds required to pay and redeem the Refunded Bonds as provided herein.

The Escrow Agent is hereby directed to establish an escrow fund (the "Escrow Fund") to be held by the Escrow Agent as an irrevocable escrow securing the payment of the Refunded Bonds in accordance with the provisions of the Prior Bond Resolution. If at any time the Escrow Agent receives actual knowledge that the cash and securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 in respect of the Refunded Bonds, the Escrow Agent shall notify the District of such fact and the District shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent has no liability for any such insufficiency.

SECTION 3. *Deposit of Amounts in Escrow Fund.* On November 1, 2019 (the "Closing Date"), the District shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, to be derived from the proceeds of the 2019 Bonds.

SECTION 4. *Investment of Amounts in Escrow Fund.* On the Closing Date, the Escrow Agent shall invest \$_____ of the funds deposited with it pursuant to Section 3 in the Escrow Fund in the Federal Securities identified in Exhibit B hereto, and hold the remaining \$_____ in cash, uninvested which shall be sufficient to make the payments required by Section 5 hereof as certified by Causey Demgen & Moore P.C., Denver, Colorado, as verification agent. The Escrow Agent shall have no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of the Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from

the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 5. *Application of Funds.* All Federal Securities and cash on deposit in the Escrow Fund shall be and are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the Refunded Bonds in accordance with the applicable Prior Bond Resolution, at the times and in the amounts set forth in the schedule set forth on Exhibit C.

Following payment in full of the principal of and interest on the Refunded Bonds and any amounts then owed to the Escrow Agent, all amounts on deposit in the Escrow Fund shall be transferred by the Escrow Agent to the Ventura County Treasurer-Tax Collector to be deposited in the Debt Service Fund established pursuant to the Bond Resolution and applied to pay interest next coming due and payable on the 2019 Bonds.

SECTION 6. *Defeasance Notice; Notice of Redemption.* The District hereby instructs the Escrow Bank to provide a Notice of Defeasance of the Refunded Bonds, in its capacity as Prior Bonds Paying Agent, in accordance with the Prior Bond Resolution, at the expense of the District, to the owners of the Refunded Bonds, and to file such notice with the Municipal Securities Rulemaking Board Electronic Municipal Market Access ("EMMA"). The sole remedy for the Escrow Agent's failure to file such notice with EMMA shall be an action in mandamus by the holders of the Refunded Bonds for specific performance or similar remedy to compel performance. The form of such Defeasance Notice is set forth as Exhibit D hereto. In addition, the Escrow Bank, in its capacity as Prior Bonds Paying Agent, shall provide notice of redemption to the Refunded Bond Owners, in accordance with Prior Bond Resolution, not less than thirty or more than forty-five days prior to the redemption date.

SECTION 7. *Compensation to Escrow Agent.* The District shall pay the Escrow Agent full compensation for its services under this Agreement, including out-of-pocket costs such as publication costs, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The Escrow Agent has no lien upon or right of set off against the cash and securities at any time on deposit in the Escrow Fund.

The District shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason

of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent's gross negligence or willful misconduct. The provisions of this Section 7 shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

SECTION 8. *Immunities and Liability of Escrow Agent.* The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not have any liability hereunder except to the extent of its gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages. The Escrow Agent shall not be liable for any loss from any investment made by it in accordance with the terms of this Agreement. The Escrow Agent shall not be liable for the recitals or representations contained in this Agreement and shall not be responsible for the validity of this Agreement, the sufficiency of the Escrow Fund or the moneys and securities to pay the principal and interest with respect to the Refunded Bonds.

Whenever in the administration of this Agreement the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking or not taking any action, such matter may be deemed to be conclusively proved and established by a certificate of an authorized representative of the District and shall be full protection for any action taken or not taken by the Escrow Agent in good faith reliance thereon.

The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of any opinions or calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any notice, instruction, request, certificate, document, opinion or other writing furnished to the Escrow Agent in connection with this Agreement and believed by the Escrow Agent to be signed by the proper party, and it need not investigate any fact or matter stated therein. The Escrow Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

The Escrow Agent may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties

hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the District periodic transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder; provided that the Escrow Bank is not obligated to provide an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date.

SECTION 9. *Termination of Agreement.* Upon payment in full of the Refunded Bonds, and upon payment of all fees, expenses and charges of the Escrow Agent as described above, this Agreement shall terminate and the Escrow Agent shall be discharged from any further obligation or responsibility hereunder.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following page.]

SECTION 11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business and Fiscal Services

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

IDENTIFICATION OF REFUNDED BONDS

2012A Bonds

| Maturity Date (August 1) | Conversion Value to be Refunded | Redemption Date | Redemption Price | CUSIP |
|-------------------------------------|--|------------------------|-------------------------|--------------|
| | | 08/01/2022 | 100.0% | |
| | | 08/01/2022 | 100.0% | |
| | | 08/01/2022 | 100.0% | |
| Totals: | | -- | -- | -- |

2012B Bonds

| Maturity Date (August 1) | Conversion Value to be Refunded | Redemption Date | Redemption Price | CUSIP |
|-------------------------------------|--|------------------------|-------------------------|--------------|
| | | 08/01/2023 | 100.0% | |
| | | 08/01/2023 | 100.0% | |
| | | 08/01/2023 | 100.0% | |
| Totals: | | -- | -- | -- |

2001 Refunding Bonds

| Maturity Date (August 1) | Conversion Value to be Refunded | Redemption Date | Redemption Price | CUSIP |
|-------------------------------------|--|------------------------|-------------------------|--------------|
| | | 08/01/2022 | 103.0% | |
| | | 08/01/2022 | 103.0% | |
| | | 08/01/2022 | 103.0% | |
| Totals: | | -- | -- | -- |

2011 Refunding Bonds

| Maturity Date (August 1) | Conversion Value to be Refunded | Redemption Date | Redemption Price | CUSIP |
|-------------------------------------|--|------------------------|-------------------------|--------------|
| | | 08/01/2021 | 100.0% | |
| | | 08/01/2021 | 100.0% | |
| | | 08/01/2021 | 100.0% | |
| Totals: | | -- | -- | -- |

EXHIBIT C

REFUNDED BONDS PAYMENT SCHEDULE

| Payment Date | Principal | Interest | Redeemed Principal | Total Payment |
|-------------------------|------------------|-----------------|-------------------------------|--------------------------|
| <hr/> | | | | |
| | | | | |
| <hr/> | | | | |
| TOTALS | | | | |

EXHIBIT D
FORM OF NOTICE OF PARTIAL ADVANCE DEFEASANCE

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 9, 2019

Agenda Section: Section C: Facilities Agreement

Request for Rejection of Amendment No. 001 to Lease-Leaseback Agreements #17-170(R), #17-171(R), and #17-172(R) to establish a Guaranteed Maximum Price (GMP) between the Oxnard School District and Swinerton Builders to provide Lease-Leaseback Construction Services for the Seabridge K-5 Elementary School Project (Penanhoat/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan, adopted in January 2013, calls for the construction of the Seabridge K-5 Elementary School Project (“Project”). The Project includes the construction of five (5) new school buildings and campus site development, Administration, Kindergarten, two (2) Classroom Buildings, Multi-Purpose building, elevator tower & bridge, and a shade structure). These new facilities will provide for a complete K-5 educational program.

Final DSA Approval for the Project was secured on 10/25/2018. The number assigned by DSA to the Project is 03-118672.

This agenda item requests the Board to make a determination to either accept or reject the amendment to the Lease-Leaseback Agreement #17-170(R) to include the negotiated GMP (Section 5) and, if the GMP is rejected, the termination for convenience of the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Swinerton Builders to complete the Work identified in Flewelling & Moody’s architectural drawings for the Seabridge K-5 Elementary Sschool Project.

The proposed “GMP” for the Project is Thirty-Three Million One Hundred Forty-Two Thousand Nine Hundred Thirty-Nine Dollars and No Cents (\$33,142,939.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Thirty-One Million Four Hundred Eighty-Five Thousand Seven Hundred Ninety-Two Dollars and No Cents (\$31,485,792.00) and (2) Sublease Payments in the amount of \$276,191.17 per month for 6 months for a total lease value of One Million Six Hundred Fifty-Seven Thousand One Hundred Forty-Seven Dollars and Two Cents (\$1,657,147.02) pursuant to terms and payment schedule as amended and set forth in the Sublease.

FISCAL IMPACT:

No fiscal impact at this time.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees reject Amendment #001 to Construction Services Agreements #17-170(R), #17-171(R), and #17-172(R) with Swinerton Builders to provide Construction Services related to the Seabridge K-5 Elementary

School Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIALS:

- Attached: [Amendment #001 \(24 Pages\)](#)**
- [Construction Services Agreement #17-170\(R\) - Swinerton Builders \(26 Pages\)](#)**
- [Site Lease Agreement #17-171\(R\) n- Swinerton Builders \(10 Pages\)](#)**
- [Sublease Agreement #17-172\(R\) - Swinerton Builders \(14 Pages\)](#)**

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

The Lease Leaseback Agreement (“Agreement”) entered into on February 7th, 2018, by and between the Oxnard School District (“District”) and Swinerton Builders, (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-170(R) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Seabridge Elementary School Facility (“Project”) for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Seabridge Elementary School, located at 4050 W Wooley Road, Oxnard, CA 93035 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at those portions of the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 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 Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined through an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease-Leaseback documents of Swinerton to construct through the completion and occupancy of the new school;

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the 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 C** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Thirty-Three Million One Hundred Forty-Two Thousand Nine Hundred Thirty-Nine Dollars and No Cents (\$33,142,939.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Thirty-One Million Four Hundred Eighty-Five Thousand Seven Hundred Ninety-Two Dollars and No Cents (\$31,485,792.00)** and (2) Sublease Payments in the amount of **\$276,191.17** per month for **6** months for a total lease value of **One Million Six Hundred Fifty-Seven Thousand One Hundred Forty-Seven Dollars and Two Cents (\$1,657,147.02)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to this Agreement 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 and B** attached hereto.

The Parties agree to add the following language to SECTION 12 of the Agreement:

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

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

SWINERTON BUILDERS:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

EXHIBIT A Scope of Work DRAWINGS

Plan Sheets prepared by Flewelling & Moody Architects. Project No. 72538-106, DSA No. 03-118672, DSA Approval 10/25/2018

PROJECT DESCRIPTION

NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN, MUTLI-PURPOSE, LEARNING RESOURCE CENTER BUILDINGS AND BOTH ON & OFF-SITE IMPROVEMENTS.

The project will be completed over a Seventeen (17) Month duration. Construction shall commence in October 2019 and completed by February 2021. A total of five hundred and ten (510) calendar days. The total of the Guaranteed Maximum Price ("GMP") for the Seabridge Elementary School New Construction Project shall be:

PLAN SHEETS INDEX:

| | |
|--------------------------------------|---|
| <u>TITLE SHEETS (4 SHEETS)</u> | |
| TO.01 | TITLE SHEET & SHEET INDEX |
| TO.02 | ABBREVIATIONS, SYMBOLS LIST, NOTES & LEGENDS |
| TO.03 | PARTIAL SITE CODE ANALYSIS & BUILDING CODE ANALYSIS |
| TO.04 | ACCESSIBILITY COMPLIANCE LEGEND & GENERAL NOTES |
| <u>CIVIL (29 SHEETS)</u> | |
| CO.1 | EXISTING TOPOGRAPHIC MAP AND EASEMENTS |
| CO.2 | DEMOLITION PLAN |
| C1.0 | HORIZONTAL CONTROL PLAN |
| C1.1 | HORIZONTAL CONTROL PLAN |
| C1.2 | HORIZONTAL CONTROL PLAN |
| C1.3 | HORIZONTAL CONTROL PLAN |
| C1.4 | HORIZONTAL CONTROL PLAN |
| C1.5 | HORIZONTAL CONTROL PLAN |
| C1.6 | HORIZONTAL CONTROL PLAN |
| C2.0 | CITY OF OXNARD GRADING NOTES |
| C2.1 | GRADING PLAN |
| C2.2 | GRADING PLAN |
| C2.3 | GRADING PLAN |
| C2.4 | GRADING PLAN |
| C2.5 | GRADING PLAN |
| C2.6 | GRADING PLAN |
| C2.7 | ACCESSIBLE RAMP DETAILS |
| C2.8 | GRADING DETAILS |
| C3.0 | STORM DRAIN NOTES |
| C3.1 | STORM DRAIN PLAN |
| C3.2 | STORM DRAIN PLAN |
| C3.3 | STORM DRAIN PLAN |
| C3.4 | STORM DRAIN PLAN |
| C3.5 | STORM DRAIN PLAN |
| C4.0 | SEWER AND WATER PLAN |
| C4.1 | SEWER AND WATER PLAN |
| C4.2 | SEWER AND WATER PLAN |
| C4.3 | SEWER AND WATER PLAN |
| C4.4 | SEWER AND WATER PLAN |
| <u>LANDSCAPE (5 SHEETS)</u> | |
| L1.01 | PLANTING PLAN |
| L1.02 | PLANTING PLAN |
| L2.01 | IRRIGATION PLAN |
| L2.02 | IRRIGATION PLAN |
| L3.01 | LANDSCAPE DETAIL |
| <u>ARCHITECTURE SITE (12 SHEETS)</u> | |
| A1.01 | OVERALL SITE PLAN |
| A1.02 | FIRE ACCESS SITE PLAN |
| A1.03 | ENLARGED SITE PLAN |
| A1.04 | ENLARGED SITE PLAN |
| A1.09 | SITE RETAINING WALL AND FENCE DETAILS |
| A1.10 | SITE FENCE AND GATE DETAILS |
| A1.11 | SITE FENCE, GATE & PAVING DETAILS |
| A1.12 | SITE DETAILS |
| A1.13 | SITE DETAILS |
| A1.14 | PLAYGROUND EQUIPMENT |
| A1.20 | SECOND FLOOR WALKWAY PLAN |
| A1.21 | WALKWAY EXTERIOR ELEVATIONS |

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

TITLE SHEETS (4 SHEETS)

TO.01 TITLE SHEET & SHEET INDEX
 TO.02 ABBREVIATIONS, SYMBOLS LIST, NOTES & LEGENDS
 TO.03 PARTIAL SITE CODE ANALYSIS & BUILDING CODE ANALYSIS
 TO.04 ACCESSIBILITY COMPLIANCE LEGEND & GENERAL NOTES

CIVIL (29 SHEETS)

CO.1 EXISTING TOPOGRAPHIC MAP AND EASEMENTS
 CO.2 DEMOLITION PLAN
 C1.0 HORIZONTAL CONTROL PLAN
 C1.1 HORIZONTAL CONTROL PLAN
 C1.2 HORIZONTAL CONTROL PLAN
 C1.3 HORIZONTAL CONTROL PLAN
 C1.4 HORIZONTAL CONTROL PLAN
 C1.5 HORIZONTAL CONTROL PLAN
 C1.6 HORIZONTAL CONTROL PLAN
 C2.0 CITY OF OXNARD GRADING NOTES
 C2.1 GRADING PLAN
 C2.2 GRADING PLAN
 C2.3 GRADING PLAN
 C2.4 GRADING PLAN
 C2.5 GRADING PLAN
 C2.6 GRADING PLAN
 C2.7 ACCESSIBLE RAMP DETAILS
 C2.8 GRADING DETAILS
 C3.0 STORM DRAIN NOTES
 C3.1 STORM DRAIN PLAN
 C3.2 STORM DRAIN PLAN
 C3.3 STORM DRAIN PLAN
 C3.4 STORM DRAIN PLAN
 C3.5 STORM DRAIN PLAN
 C4.0 SEWER AND WATER PLAN
 C4.1 SEWER AND WATER PLAN
 C4.2 SEWER AND WATER PLAN
 C4.3 SEWER AND WATER PLAN
 C4.4 SEWER AND WATER PLAN

LANDSCAPE (5 SHEETS)

L1.01 PLANTING PLAN
 L1.02 PLANTING PLAN
 L2.01 IRRIGATION PLAN
 L2.02 IRRIGATION PLAN
 L3.01 LANDSCAPE DETAIL

ARCHITECTURE SITE (12 SHEETS)

A1.01 OVERALL SITE PLAN
 A1.02 FIRE ACCESS SITE PLAN
 A1.03 ENLARGED SITE PLAN
 A1.04 ENLARGED SITE PLAN
 A1.09 SITE RETAINING WALL AND FENCE DETAILS
 A1.10 SITE FENCE AND GATE DETAILS
 A1.11 SITE FENCE, GATE & PAVING DETAILS
 A1.12 SITE DETAILS
 A1.13 SITE DETAILS
 A1.14 PLAYGROUND EQUIPMENT
 A1.20 SECOND FLOOR WALKWAY PLAN
 A1.21 WALKWAY EXTERIOR ELEVATIONS

BUILDING A -- ADMINISTRATION (12 SHEETS)

A-A2.01 BUILDING A FLOOR PLAN
 A-A2.30 BUILDING A EXITING PLAN & SIGNAGE PLAN
 A-A2.40 BUILDING A REFLECTED CEILING PLAN
 A-A2.51 BUILDING A MECHANICAL TOWER PLAN
 A-A2.52 BUILDING A ROOF PLAN
 A-A3.01 BUILDING A EXTERIOR ELEVATION
 A-A4.01 BUILDING A BUILDING SECTIONS
 A-A5.00 BUILDING A INTERIOR ELEVATION
 A-A5.10 BUILDING A INTERIOR ELEVATION
 A-A5.20 BUILDING A INTERIOR ELEVATION
 A-A5.30 BUILDING A INTERIOR ELEVATION
 A-A5.40 BUILDING A INTERIOR ELEVATION

BUILDING B -- KINDERGARTEN (8 SHEETS)

B-A2.01 BUILDING B FLOOR PLAN
 B-A2.30 BUILDING B EXITING PLAN & SIGNAGE PLAN
 B-A2.40 BUILDING B REFLECTED CEILING PLAN
 B-A2.51 BUILDING B MECHANICAL TOWER & ROOF PLAN
 B-A3.01 BUILDING B EXTERIOR ELEVATION
 B-A4.01 BUILDING B BUILDING SECTIONS
 B-A5.00 BUILDING B INTERIOR ELEVATIONS
 B-A5.10 BUILDING B INTERIOR ELEVATIONS

BUILDING C -- CLASSROOM BUILDING (9 SHEETS)

C-A2.01 BUILDING C FLOOR PLAN
 C-A2.30 BUILDING C EXITING PLAN & SIGNAGE PLAN
 C-A2.40 BUILDING C REFLECTED CEILING PLAN
 C-A2.51 BUILDING C MECHANICAL TOWER & ROOF PLAN
 C-A3.01 BUILDING C EXTERIOR ELEVATION
 C-A4.01 BUILDING C BUILDING SECTIONS
 C-A5.00 BUILDING C INTERIOR ELEVATIONS
 C-A5.10 BUILDING C INTERIOR ELEVATIONS
 C-A5.20 BUILDING C INTERIOR ELEVATIONS

BUILDING D -- CLASSROOM BUILDING (14 SHEETS)

D-A2.01 BUILDING D FIRST FLOOR PLAN
 D-A2.02 BUILDING D SECOND FLOOR PLAN
 D-A2.30 BUILDING D FIRST FLOOR EXITING AND SIGNAGE PLAN
 D-A2.31 BUILDING D SECOND FLOOR EXITING AND SIGNAGE PLAN
 D-A2.40 BUILDING D FIRST FLOOR REFLECTED CEILING PLAN
 D-A2.41 BUILDING D SECOND FLOOR REFLECTED CEILING PLAN
 D-A2.51 BUILDING D MECHANICAL TOWER PLAN
 D-A2.52 BUILDING D ROOF PLAN

57

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

BUILDING D (CONT.)

D-A3.01 BUILDING D EXTERIOR ELEVATION
D-A4.01 BUILDING D BUILDING SECTIONS
D-A5.00 BUILDING D INTERIOR ELEVATIONS
D-A5.10 BUILDING D INTERIOR ELEVATIONS
D-A5.20 BUILDING D INTERIOR ELEVATIONS
D-A5.30 BUILDING D INTERIOR ELEVATIONS

BUILDING E — MULTIPURPOSE BUILDING (9 SHEETS)

E-A2.01 BUILDING E FLOOR PLAN
E-A2.30 BUILDING E EXITING PLAN & SIGNAGE PLAN
E-A2.40 BUILDING E REFLECTED CEILING PLAN
E-A2.51 BUILDING E MECHANICAL TOWER PLAN
E-A2.52 BUILDING E ROOF PLAN
E-A3.01 BUILDING E EXTERIOR ELEVATION
E-A4.01 BUILDING E BUILDING SECTIONS
E-A5.00 BUILDING E INTERIOR ELEVATION
E-A5.10 BUILDING E INTERIOR ELEVATION

BUILDING F — ELEVATOR TOWER (1 SHEETS)

F-A2.01 BUILDING F FIRST FLOOR, SECOND FLOOR, ROOF PLANS, & EXTERIOR ELEVATION

ARCHITECTURE (16 SHEETS)

A6.01 WALL SECTIONS: BUILDING D
A6.02 TYPICAL WALL SECTIONS: BUILDING C & D
A7.01 INTERIOR FINISH SCHEDULE
A7.11 DOOR SCHEDULE & TYPES
A7.20 WINDOW TYPES
A7.22 DOORS, WINDOWS AND STOREFRONT DETAILS
A8.01 INTERIOR PARTITION DETAILS
A8.02 TYPICAL FLOOR/CEILING ASSEMBLY DETAILS & ROOFING DETAILS
A8.03 TYPICAL CEILING DETAILS
A8.04 SIGNAGE DETAILS
A8.05 MISCELLANEOUS DETAILS
A8.06 STANDING SEAM METAL ROOF DETAILS
A8.07 MISCELLANEOUS DETAILS
A8.08 WALL SECTIONS AND DETAILS
A8.09 DETAILS
A10.00 CABINET DETAILS

FOOD SERVICE (17 SHEETS)

FS-100 SYMBOLS, NOTES & INDEX
FS-101 REFERENCE PLAN
FS-102 EQUIPMENT FLOOR PLAN
FS-103 ROOF PLAN
FS-201 EQUIPMENT SCHEDULE
FS-301 PLUMBING PLAN
FS-401 ELECTRICAL PLAN
FS-501 REFRIGERATION & CONDUIT PLAN
FS-502 REFRIGERATION DETAILS
FS-601 BUILDING WORKS & EXHAUST PLAN
FS-602 HOOD DETAILS
FS-603 HOOD DETAILS
FS-604 HOOD DETAILS
FS-701 EQUIPMENT ELEVATIONS
FS-801 CONSTRUCTION DETAILS
FS-802 EQUIPMENT SECTIONS
FS-803 MECHANICAL DETAILS

STRUCTURAL (28 SHEETS)

S-1.0 GENERAL NOTES
S-2.0 DETAILS AND SECTIONS
S-2.1 DETAILS AND SECTIONS
S-2.2 DETAILS AND SECTIONS
S-3.0 DETAILS AND SECTIONS
S-4.0 DETAILS AND SECTIONS
S-4.1 DETAILS AND SECTIONS
S-4.2 DETAILS AND SECTIONS

S-5.0 DETAILS AND SECTIONS
S-5.1 DETAILS AND SECTIONS
S-6.0 DETAILS AND SECTIONS
S-6.1 DETAILS AND SECTIONS
S-7.0 DETAILS AND SECTIONS
S-8.0 DETAILS AND SECTIONS
SA-1 PLANS
SA-2 TOWER ROOF FRAMING PLAN, DETAILS AND SECTIONS
SB-1 PLANS
SB-2 TOWER ROOF FRAMING PLAN, DETAILS AND SECTIONS
SC-1 PLANS
SC-2 PLANS
SD-1 PLANS
SD-2 PLANS
SE-1 PLANS
SE-2 TOWER ROOF FRAMING PLAN, DETAILS AND SECTIONS
SF-1 PLANS, DETAILS AND SECTIONS
SG-1 PLANS, DETAILS AND SECTIONS

MECHANICAL (27 SHEETS)

MO.01 MECHANICAL FRONT SHEET
MO.02 MECHANICAL SCHEDULES
MO.03 MECHANICAL SCHEDULES
MO.04 MECHANICAL SCHEDULES
A-M2.10 BUILDING A 1ST MECHANICAL FLOOR PLAN
A-M2.11 BUILDING A MECHANICAL TOWER PLAN
B-M2.10 BUILDING B 1ST FLOOR MECHANICAL PLAN
B-M2.11 BUILDING B ROOF MECHANICAL PLAN
C-M2.10 BUILDING C 1ST & 2ND FLOOR MECHANICAL PLAN

1/1

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

BUILDING D (CONT.)

D-A3.01 BUILDING D EXTERIOR ELEVATION
D-A4.01 BUILDING D BUILDING SECTIONS
D-A5.00 BUILDING D INTERIOR ELEVATIONS
D-A5.10 BUILDING D INTERIOR ELEVATIONS
D-A5.20 BUILDING D INTERIOR ELEVATIONS
D-A5.30 BUILDING D INTERIOR ELEVATIONS

BUILDING E — MULTIPURPOSE BUILDING (9 SHEETS)

E-A2.01 BUILDING E FLOOR PLAN
E-A2.30 BUILDING E EXITING PLAN & SIGNAGE PLAN
E-A2.40 BUILDING E REFLECTED CEILING PLAN
E-A2.51 BUILDING E MECHANICAL TOWER PLAN
E-A2.52 BUILDING E ROOF PLAN
E-A3.01 BUILDING E EXTERIOR ELEVATION
E-A4.01 BUILDING E BUILDING SECTIONS
E-A5.00 BUILDING E INTERIOR ELEVATION
E-A5.10 BUILDING E INTERIOR ELEVATION

BUILDING F — ELEVATOR TOWER (1 SHEETS)

F-A2.01 BUILDING F FIRST FLOOR, SECOND FLOOR, ROOF PLANS, & EXTERIOR ELEVATION

ARCHITECTURE (16 SHEETS)

A6.01 WALL SECTIONS: BUILDING D
A6.02 TYPICAL WALL SECTIONS: BUILDING C & D
A7.01 INTERIOR FINISH SCHEDULE
A7.11 DOOR SCHEDULE & TYPES
A7.20 WINDOW TYPES
A7.22 DOORS, WINDOWS AND STOREFRONT DETAILS
A8.01 INTERIOR PARTITION DETAILS
A8.02 TYPICAL FLOOR/CEILING ASSEMBLY DETAILS & ROOFING DETAILS
A8.03 TYPICAL CEILING DETAILS
A8.04 SIGNAGE DETAILS
A8.05 MISCELLANEOUS DETAILS
A8.06 STANDING SEAM METAL ROOF DETAILS
A8.07 MISCELLANEOUS DETAILS
A8.08 WALL SECTIONS AND DETAILS
A8.09 DETAILS
A10.00 CABINET DETAILS

FOOD SERVICE (17 SHEETS)

FS-100 SYMBOLS, NOTES & INDEX
FS-101 REFERENCE PLAN
FS-102 EQUIPMENT FLOOR PLAN
FS-103 ROOF PLAN
FS-201 EQUIPMENT SCHEDULE
FS-301 PLUMBING PLAN
FS-401 ELECTRICAL PLAN
FS-501 REFRIGERATION & CONDUIT PLAN
FS-502 REFRIGERATION DETAILS
FS-601 BUILDING WORKS & EXHAUST PLAN
FS-602 HOOD DETAILS
FS-603 HOOD DETAILS
FS-604 HOOD DETAILS
FS-701 EQUIPMENT ELEVATIONS
FS-801 CONSTRUCTION DETAILS
FS-802 EQUIPMENT SECTIONS
FS-803 MECHANICAL DETAILS

STRUCTURAL (28 SHEETS)

S-1.0 GENERAL NOTES
S-2.0 DETAILS AND SECTIONS
S-2.1 DETAILS AND SECTIONS
S-2.2 DETAILS AND SECTIONS
S-3.0 DETAILS AND SECTIONS
S-4.0 DETAILS AND SECTIONS
S-4.1 DETAILS AND SECTIONS
S-4.2 DETAILS AND SECTIONS

S-5.0 DETAILS AND SECTIONS
S-5.1 DETAILS AND SECTIONS
S-6.0 DETAILS AND SECTIONS
S-6.1 DETAILS AND SECTIONS
S-7.0 DETAILS AND SECTIONS
S-8.0 DETAILS AND SECTIONS
SA-1 PLANS
SA-2 TOWER ROOF FRAMING PLAN, DETAILS AND SECTIONS
SB-1 PLANS
SB-2 TOWER ROOF FRAMING PLAN, DETAILS AND SECTIONS
SC-1 PLANS
SC-2 PLANS
SD-1 PLANS
SD-2 PLANS
SE-1 PLANS
SE-2 TOWER ROOF FRAMING PLAN, DETAILS AND SECTIONS
SF-1 PLANS, DETAILS AND SECTIONS
SG-1 PLANS, DETAILS AND SECTIONS

MECHANICAL (27 SHEETS)

MO.01 MECHANICAL FRONT SHEET
MO.02 MECHANICAL SCHEDULES
MO.03 MECHANICAL SCHEDULES
MO.04 MECHANICAL SCHEDULES
A-M2.10 BUILDING A 1ST MECHANICAL FLOOR PLAN
A-M2.11 BUILDING A MECHANICAL TOWER PLAN
B-M2.10 BUILDING B 1ST FLOOR MECHANICAL PLAN
B-M2.11 BUILDING B ROOF MECHANICAL PLAN
C-M2.10 BUILDING C 1ST & 2ND FLOOR MECHANICAL PLAN

1/1

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

ELECTRICAL (CONT.)

| | |
|---------|--|
| E-E2.20 | BUILDING E 1ST FLOOR LIGHTING PLAN |
| E-E2.30 | BUILDING E 1ST FLOOR DATA/VOICE/PA PLAN |
| E3.01 | ELECTRICAL DETAILS |
| E3.02 | ELECTRICAL DETAILS |
| E4.00 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.01 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.02 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.03 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.04 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.05 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.06 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.07 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E4.08 | ELECTRICAL T-24 ENERGY COMPLIANCE FORMS |
| E5.00 | SITE PLAN PHOTOMETRIC |
| E5.01 | BUILDING A EGRESS LIGHTING PHOTOMETRIC FLOOR PLAN |
| E5.02 | BUILDING B EGRESS LIGHTING PHOTOMETRIC FLOOR PLAN |
| E5.03 | BUILDING C EGRESS LIGHTING PHOTOMETRIC 1ST FLOOR PLAN |
| E5.04 | BUILDING D EGRESS LIGHTING PHOTOMETRIC 1ST FLOOR PLAN |
| E5.05 | BUILDING E EGRESS LIGHTING PHOTOMETRIC FLOOR PLAN |

FIRE ALARM (17 SHEETS)

| | |
|----------|--------------------------------------|
| FA0.01 | FIRE ALARM FRONT SHEET |
| FA1.01 | FIRE ALARM SITE PLAN |
| A-FA2.20 | BUILDING A FIRE ALARM PLAN |
| A-FA2.21 | BUILDING A ROOF FIRE ALARM PLAN |
| B-FA2.20 | BUILDING B FIRE ALARM PLAN |
| B-FA2.21 | BUILDING B ROOF FIRE ALARM PLAN |
| C-FA2.20 | BUILDING C 1ST FLOOR FIRE ALARM PLAN |
| C-FA2.21 | BUILDING C 2ND FLOOR FIRE ALARM PLAN |
| C-FA2.22 | BUILDING C ROOF FIRE ALARM PLAN |
| D-FA2.20 | BUILDING D 1ST FLOOR FIRE ALARM PLAN |
| D-FA2.21 | BUILDING D 2ND FLOOR FIRE ALARM PLAN |
| D-FA2.22 | BUILDING D ROOF FIRE ALARM PLAN |
| E-FA2.20 | BUILDING E FIRE ALARM PLAN |
| E-FA2.21 | BUILDING E ROOF FIRE ALARM PLAN |
| FA3.01 | FIRE ALARM CALCULATIONS |
| FA4.01 | FIRE ALARM RISER DIAGRAM |
| FA5.01 | FIRE ALARM DIAGRAMS |

MODULAR ELEVATOR PC 03-115980 (17 SHEETS)

| | |
|------|---|
| S1 | COVER SHEET |
| S1A | TESTING AND INSPECTION CRITERIA |
| S2 | GENERAL NOTES AND ABBREVIATIONS |
| S3 | FOUNDATION PIT PLAN |
| S3.1 | FOUNDATION DETAILS - 54'-3" TOWER |
| S4 | HOISTWAY ROOF PLAN |
| S4.1 | HOISTWAY AND ROOF DETAILS |
| S5A | HOISTWAY PLAN AND SECTIONS 44'-0" TOWER |
| S5.1 | HOISTWAY DETAILS |
| S5.2 | MISCELLANEOUS DETAILS |
| S5.3 | HOISTWAY WALL PANELS |
| S6 | MACHINE BEAM FRAMING PLAN AND DETAILS (PARTIAL MACHINE ROOM) |
| S7 | RAIL AND POWER UNIT DETAILS |
| VT1 | ELEVATOR DATA |
| VT2 | ELEVATOR LAYOUT (PARTIAL MACHINE ROOM) |
| VT3 | ELEVATOR CAB |
| VT4 | ACCESS COMPLIANCE |

TOTAL PAGES: 316

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

TABLE OF CONTENTS

DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS

| | |
|-------|--------------------|
| 00001 | Project Title Page |
| 00002 | Signature page |
| 00008 | Project Directory |
| 00010 | Table of Contents |

DIVISION 1 ~ GENERAL REQUIREMENTS

| | |
|----------|---|
| 01 01 00 | Summary of the Work |
| 01 01 50 | Contractors use of the Premises |
| 01 05 50 | Storm Water Pollution Prevention Plan (SWPPP) |
| 01 06 00 | Regulatory Requirements |
| 01 20 00 | Project Meetings |
| 01 30 00 | Submittals |
| 01 31 00 | Project Management and Coordination |
| 01 34 00 | Shop Drawings & Samples |
| 01 40 00 | Testing and Inspection Requirements |
| 01 40 50 | Additional Conditions for School Construction |
| 01 42 00 | Specification Abbreviations |
| 01 42 50 | Reference Standards |
| 01 43 00 | Quality Control |
| 01 50 00 | Temporary Facilities and Controls |
| 01 58 13 | Temporary Project Signage |
| 01 63 00 | Product Options and Substitutions |
| 01 65 50 | Product Handling |
| 01 70 00 | Contract Closeout |
| 01 73 20 | Underground Utility Investigation |
| 01 77 40 | Warranties |
| 01 78 00 | Operating and Maintenance Manuals |
| 01 78 50 | Project Record Documents |
| 01 79 00 | Cleaning |
| 01 91 13 | General Commissioning Requirements |

DIVISION 2 ~ SITE WORK

| | |
|----------|--|
| 02 20 50 | Site Preparation and Clearing |
| 02 22 20 | Excavation and Backfill for Structures |
| 02 22 30 | Select Fill and Top Soil |
| 02 36 00 | Termite Control |
| 02 64 00 | Poured In Place Safety Surfacing |
| 02 72 00 | Portland Cement Concrete Paving |
| 02 76 00 | Pavement Markings and Precast Concrete Bumpers |
| 02 76 10 | Surface-Applied Detectable Warning Tiles |
| 02 83 10 | Chain Link Fencing & Gates |
| 02 83 50 | Ornamental Iron Fencing & Gates |
| 02 86 00 | Playground Equipment |

SEABRIDGE ELEMENTARY SCHOOL
OXNARD SCHOOL DISTRICT
FLEWELLING & MOODY PROJECT NO. 2778

TABLE OF CONTENTS
00010 - 1

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

DIVISION 3 ~ CONCRETE

03 30 00 General Concrete Construction
03 31 00 Concrete Work
03 40 00 Precast Concrete Structures
03 45 00 Precast Architectural Concrete
03 54 00 Lightweight Cement Underlayment

DIVISION 4 ~ MASONRY

04 23 00 Reinforced Unit Masonry

DIVISION 5 ~ METALS

05 12 00 Structural Steel
05 50 00 Metal Fabrications

DIVISION 6 ~ WOOD AND PLASTICS

06 10 00 Rough Carpentry
06 20 00 Finish Carpentry
06 41 00 Custom Casework

DIVISION 7 ~ THERMAL AND MOISTURE PROTECTION

07 11 20 Waterproofing Type B
07 17 75 Water-Repellent Coating
07 18 00 Traffic Bearing Deck Surfacing
07 18 10 Exterior Plaster Water-Repellent Penetrant
07 19 50 Under-slab Vapor Retarder
07 21 00 Building Insulation
07 25 00 Weather Barriers
07 30 11 Roofing Underlayment, High Temperature
07 41 13 Standing Seam Metal Roof Panels
07 42 00 Panelized Stone Veneer
07 51 13 Built-Up Asphalt Roofing, Cold -Applied
07 62 00 Sheet Metal Flashing and Trim
07 63 10 Gutters and Downspouts
07 70 00 Roof Accessories
07 84 00 Firestopping
07 90 00 Joint Sealers

DIVISION 8 ~ DOORS AND WINDOWS

08 11 00 Steel Doors and Frames
08 20 00 Wood Doors
08 31 00 Access Doors and Panels
08 41 13 Aluminum-Framed Entrance and Storefront
08 51 13 Casement Aluminum Windows
08 71 00 Door Hardware
08 80 00 Glazing
08 88 13 Fire-Resistant Glazing

SEABRIDGE ELEMENTARY SCHOOL
OXNARD SCHOOL DISTRICT
FLEWELLING & MOODY PROJECT NO. 2778

TABLE OF CONTENTS
00010 - 2

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

DIVISION 9 ~ FINISHES

| | |
|----------|---|
| 09 22 16 | Non-Structural Metal Framing |
| 09 24 00 | Lath and Portland Cement Stucco |
| 09 25 00 | Gypsum Board |
| 09 25 50 | Cement Backerboard |
| 09 31 00 | Ceramic Tile |
| 09 51 00 | Acoustical Ceilings |
| 09 65 00 | Resilient Flooring |
| 09 65 19 | Resilient Vinyl Tile Flooring |
| 09 67 10 | Resinous Flooring |
| 09 68 13 | Carpet Tile |
| 09 84 00 | Acoustical Wall Treatment (Cementitious Wood Fiber Wall Panels) |
| 09 85 00 | Concrete Sealer |
| 09 90 00 | Painting |
| 09 94 00 | Fluorocarbon Resin Coating |

DIVISION 10 ~ SPECIALTIES

| | |
|----------|---------------------------------------|
| 10 00 10 | Miscellaneous |
| 10 10 00 | Markerboards and Sliding Panel System |
| 10 12 00 | Tackable Vinyl Panels |
| 10 14 00 | Identifying Devices |
| 10 16 05 | Solid Polymer Toilet Compartments |
| 10 20 00 | Exterior Wall Louvers |
| 10 35 00 | Flagpole |
| 10 44 00 | Fire Extinguishers and Cabinets |
| 10 50 00 | Staff Metal Lockers |
| 10 80 00 | Toilet Accessories |

DIVISION 11 ~ EQUIPMENT

| | |
|----------|---|
| 11 13 00 | Projection Screens, Projectors and Mounts |
| 11 40 00 | Food Service Equipment |
| 11 66 00 | Athletic Equipment |

DIVISION 12 ~ FURNISHINGS

| | |
|----------|---------------|
| 12 49 40 | Roller Shades |
|----------|---------------|

DIVISION 13 ~ SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 ~ VERTICAL TRANSPORTATION

| | |
|----------|---|
| 14 24 00 | Modular Hydraulic Elevators - Passenger |
|----------|---|

SEABRIDGE ELEMENTARY SCHOOL
OXNARD SCHOOL DISTRICT
FLEWELLING & MOODY PROJECT NO. 2778

TABLE OF CONTENTS
00010 - 3

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

DIVISION 21 ~ FIRE SUPPRESSION

21 13 13 Fire Protection Sprinkler System

DIVISION 22 ~ PLUMBING

22 05 00 Common work Results for Plumbing
22 05 13 Basic Plumbing Materials and Methods
22 05 53 Plumbing Identification
22 07 00 Plumbing Insulation
22 10 00 Plumbing

DIVISION 23 ~ HEATING, VENTILATING, AND AIR CONDITIONING

23 05 00 Common Work Results for HVAC
23 05 29 Hangers and Supports for HVAC Piping and Equipment
23 05 48 Vibration and Seismic Controls for HVAC
23 05 53 Identification for HVAC Piping and Equipment
23 05 93 Testing, Adjusting, and Balancing for HVAC
23 07 13 Duct Insulation
23 07 19 HVAC Piping Insulation
23 23 00 Refrigerant Piping
23 31 13 Metal Ducts
23 33 00 Air Duct Accessories
23 33 19 Duct Silencers
23 34 23 HVAC Power Ventilators
23 37 13 Diffuser, Registers, and Grilles
23 38 13 Kitchen Ventilation System
23 81 19 Self Contained Air-Conditioners
23 81 26 Split-System Air-Conditioners

DIVISION 26 ~ ELECTRICAL

26 00 00 General Electrical Requirements
26 01 26 Test and Acceptance Requirements
26 05 00 Common Work Results for Electrical
26 05 13 Basic Electrical Materials and Methods
26 05 19 Low-Voltage Wires (600 Volt AC)
26 05 26 Grounding and Bonding
26 05 33 Raceways, Boxes, Fittings and Supports
26 08 00 Electrical Systems Commissioning
26 09 23 Lighting Control Systems
26 10 00 Service Entrance
26 24 13 Switchboards
26 24 16 Panelboards and Signal Terminal Cabinets
26 50 10 Solid State (LED) Lighting
26 55 61 Theatrical Lighting and Stage Dimming Equipment

SEABRIDGE ELEMENTARY SCHOOL
OXNARD SCHOOL DISTRICT
FLEWELLING & MOODY PROJECT NO. 2778

TABLE OF CONTENTS
00010 - 4

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

26 56 17 Parking Lot and Site LED Lighting

DIVISION 27 ~ COMMUNICATIONS – DRAFT

27 01 26 Testing and Acceptance Requirements for Structured Cabling
27 01 27 Quality Assurance Test and Acceptance Requirements for New Facilities
27 10 00 Structured Cabling System (SCS)
27 10 17 Wireless Local Area Networks (WLAN)
27 10 18 Local Area Network (LAN) Systems
27 51 16 Public Address/Clock System
27 51 23.50 Assistive Listening System

DIVISION 28 ~ELECTRONIC SAFETY AND SECURITY

28 16 00 Intrusion Alarm System
28 23 00 Video Surveillance (CCTV) System
28 31 00 Fire Detection and Alarm
28 31 11 Fire Detection and Voice Evacuation System

DIVISION 31 ~ EARTHWORK

31 23 00 Earthwork Trenching and Backfilling

DIVISION 32 ~ EXTERIOR IMPROVEMENTS

32 12 16 Asphalt Concrete Pavement
32 17 23 Pavement Delineation
32 80 00 Landscape Irrigation
32 90 00 Landscape Planting
32 92 00 Turf Sodding
32 93 00 Turf Hydroseeding

DIVISION 33 ~ UTILITIES

33 01 10 Disinfection of Piping and Structures
33 05 05 Pressure Testing of Piping
33 05 33 Storm Utility Drainage Piping
33 11 00 Site Water Distribution Utilities
33 30 00 PVC Gravity Sewer Pipe
33 49 23 Underground Detention and Infiltration

END OF TABLE OF CONTENTS

SEABRIDGE ELEMENTARY SCHOOL
OXNARD SCHOOL DISTRICT
FLEWELLING & MOODY PROJECT NO. 2778

TABLE OF CONTENTS
00010 - 5

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

- GEOTECH - SOILS REPORT
- PAPER RECORD SET
- INSPECTION CARD BUILDING IDENTIFIER
- LIST OF REQ STRUCT TESTS & SPECIAL INSPECTIONS - 2016 CBC, dated 3/15/2018
- HYDRAULIC CALCULATIONS
- SPRINKLER HEADS
- PIPE AND FITTINGS
- HANGERS AND BRACING
- WATER CONTROL COMPONENTS,
- ELECTRICAL DEVICES
- SYSTEM ACCESSORIES
- FIRE ALARM CUT SHEET
- LANDSCAPE CUT SHEETS
- MECHANICAL CUT SHEETS
- PLUMBING CUT SHEETS
- ELECTRICAL CUT SHEETS
- FOOD SERVICE CUT SHEETS
- UTILITY NOTES
- SOUTHERN CALIFORNIA EDISON MAPS
- SOUTHERN CALIFORNIA GAS COMPANY AERIAL AND UNDERGROUND MAPS
- SUNESYS DISTRICT STANDARD INTERNET MAP
- CITY OF OXNARD WATER ATLAS
- STORM ATLAS, dated 3/1/2006
- CITY OF OXNARD SEWER ATLAS BOOK EAST
- CITY OF OXNARD SEWER ATLAS BOOK WEST

*** End of Exhibit "A" ***

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

Exhibit "B"

SPECIAL CONDITIONS

PROJECT: SEABRIDGE ELEMENTARY SCHOOL NEW CONSTRUCTION

OWNER: Oxnard School District ("District")

JOB NUMBER: 17-170(R)

SITE LOCATIONS: Seabridge Elementary School – 4050 West Wooley Road, Oxnard, CA 93035

1.01 DIVISION OF THE STATE ARCHITECT

The work specified herein is subject to the regulation of the Division of the State Architect (DSA).

1.02 Contract Time

- A. **Final Completion of the Work.** Final completion of the work shall be achieved within **FIVE HUNDREND TEN (510) CONSECUTIVE CALENDAR DAYS beginning Monday October 7, 2019 and ending Saturday February 28, 2021.** Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Liquidated Damages.

- A. **Delayed Final Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be liable to the District for Liquidated Damages for failure to achieve Final Completion of the Work within the Contract Time as indicated in item 1.02.A, above. **Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500.00) per calendar day until Final Completion of the Work is achieved.**

1.04 Insurance

- A. **Insurance Provided by Contractor.** Pursuant to Article 6 of the General Conditions, the Contractor shall provide and maintain the following insurance coverage amounts as set forth below:

1. Workers Compensation Insurance

In accordance with limits established by law.

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

| | | |
|----|---|-------------|
| 2. | Employers Liability Insurance: | \$1,000,000 |
| 3. | Commercial General Liability Insurance | |
| | Per Occurrence | \$2,000,000 |
| | Aggregate | \$4,000,000 |
| 4. | Automobile Liability | |
| | Bodily Injury/Property Damage Per Occurrence | \$1,000,000 |
| 5. | Excess Products and Completed Operations | \$2,000,000 |

B. Insurance Provided by Subcontractors.

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

| | | |
|----|---|-------------|
| 1. | Workers Compensation Insurance | |
| | In accordance with limits established by law. | |
| 2. | Employers Liability Insurance | \$1,000,000 |
| 3. | Commercial General Liability Insurance | |
| | Per Occurrence | \$1,000,000 |
| | Aggregate | \$2,000,000 |
| 4. | Automobile Liability | |
| | Bodily Injury/Property Damage Per Occurrence | \$1,000,000 |

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

1.05 Number of Contract Documents.

The number of executed copies of the Agreement is Three (3). The number of Performance Bonds and Payment Bonds required is Three (3).

1.06 Security

A. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

1. **Keys:** Keys to existing buildings where access is required related to the project may be signed out through the Operations Service Center of the Oxnard School District located at 1055 South C Street in Oxnard between the hours of 7:30AM-4:00PM, Monday through Friday. All keys must be returned and accounted for before final payments will be paid. Contractor will be held responsible for any keys lost, stolen, not returned or signed off. Contractor will bear all costs for re-keying all locks due to keys not returned.
2. **Locked Door Policy:** No building, room or site gate shall be left unsecured for any period of time.

1.07 Working Days and Hours

- A. **The workdays** for this contract shall be Monday through Saturday. City of Oxnard does not allow construction on Sundays as well as major State and Federal holidays.
- B. **The working hours** for this Contract shall be 7:00 a.m. to 6:00 p.m. with break periods as required per labor code. These hours are subject to change according to jobsite constraints and restrictions or as deemed necessary by the District. Contractor is expected to work Saturdays, as necessary, to complete the work within the specified time of completion without any additional cost to the District, unless work on Saturdays is directly related to additional changes to the Contract. (Reference General Conditions Article 7.2.1). If any work performed during school hours (8:00 a.m. to 3:00 p.m.) is found to be disruptive to the educational process (as determined by the District), the contractor will be required to re-schedule subject work to occur during non-school hours without any additional cost to the District.

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

1.08 Construction Start Date

- A.** Absolutely no work on this project may commence until all of the following conditions have been met:
 - 1.** The Contractor receives an executed signed copy of the District's Notice to Proceed.

1.09 Construction Completion Date

Refer to Item No. 1.02.A and Notice to Proceed

1.10 Utilities

Temporary utility connection points as necessary for construction purposes only and relating to water, sewage, communication/data and electricity shall be provided for and paid for by the Contractor. The Contractor shall furnish all necessary temporary piping and wiring from the connection points to the points on the site where said utilities are necessary to carry on the work and upon completion of the work shall remove such temporary services. Temporary utility connection points, temporary piping and wiring to existing buildings occupied by staff and students as required to be accomplished to complete the Work inherent in this contract is to be provided and performed by Contractor.

Connections by Utility Companies and use fees are not provided by Contractor. Contractor may, with written permission of the District, use the District's existing utilities.

1.11 Sanitary Facilities and Drinking Water

- A.** The Contractor shall furnish, install, and maintain temporary hand wash and toilet facilities at the site for the workers on this project per OSHA requirements if applicable.
- B.** Drinking water shall be provided at the site by the Contractor for his/her workers.

1.12 Shop Drawings and Field Measurements

Article 4.8 of the General Conditions.

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

1.13 Submittal Review

Article 4.8 of the General Conditions. The Contractor shall submit an electronic copy of data for the equipment, materials and supplies required for the work of this contract. Following review and approval by the Design Team, Contractor shall provide (1) hard copy for each approved submittal

1.14 Wage Rates

- A. *California State Labor Code.* Reference Article 4.21 of the General Conditions. The Contractor shall comply with all regulations of the California State Labor Code governing work of the nature to be performed under this contract, including but not limited to prevailing wages, working hours, overtime, worker's compensation, travel and subsistence, records, apprenticeship, etc. Prime contractors are responsible for the compliance of this section for all work of their contract. Refer to the Code for full information. Nothing in this contract shall prevent the employment of properly registered apprentices.
- B. Public works contracts entered into by the Oxnard School District may be reviewed by authorized non-profit organizations for prevailing wage compliance at the request of the District or the organization.

1.16 Mark-ups on Changes to the Work.

- A. In the event of Changes to the Work, the mark-up for all general conditions, costs, overhead (including home and field office overhead) and profit, shall not exceed **Fifteen Percent (15%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. In addition, the mark-up shall include the actual, direct cost of the bond for such Change, not to exceed **Two Percent (2%)** of the direct, actual costs of the performance of the Change.

The foregoing limitation or mark-up shall apply regardless of the number of subcontractors, of any tier, performing any portion of such additive Change to the Work. In the event that the Work of such additive Change is performed in part by a subcontractor, Contractor agrees to allocate at least Ten Percent (10%) to such subcontractor, with no more than Five Percent (5%) to be allocated to the Contractor. In the event the Change is deductive, the District shall receive a credit equal to the value of the direct actual costs of the Work of the deductive Change plus **Ten Percent (10%)** of such direct actual costs for all general conditions, overhead (including home and field office overhead), profit and bond.

1.17 Inclement Weather Days.

Pursuant to Article 7.4.1 of the General Conditions. Ten lost working days per twelve month period (commencing on the date of the Notice to Proceed) due to rain and the resulting conditions therefrom shall be the basis for determination of normal weather delays for the

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

location and time period of the Work as related to rainfall. Any delays due to rain and the resulting conditions therefrom up to such amount shall not justify an extension of the Contract Time. If the actual working days lost to rainfall and the resulting conditions therefrom occurs less than the ten working days per twelve month period as herein described, such "non-occurring" rain days are not credited and do not shorten the Contract Time nor shall such "non-occurring" rain days be used to offset any other schedule impact cause. It is agreed that the Contract Time will be extended to the extent the Work is affected by delays due to other weather or weather related impacts such as wind, excessive heat, cold, snow, ice, lightning, etc., and the resulting conditions therefrom.

1.18 District's Project Manager.

The District's Project Manager is: Mario Mera, Senior Program Manager, Caldwell, Flores Winters, Inc. (CFW). His address is 1901 South Victoria Avenue, Ste. No. 106, Oxnard, CA 93035. Mr. Mera's phone is (805) 201-1989.

1.19 Asbestos Management

- A.** The District has surveyed its facilities for asbestos and the results have been placed in the "Asbestos Management Plan" for each facility. Each plan includes an operations and maintenance program. Management plans are available for Contractor's review at the District's Facilities Department during normal business hours. It is the Contractor's responsibility to become familiar with the type and location of asbestos containing building materials in the facility by consulting the aforementioned Asbestos Management Plan and to survey the work area for potential asbestos containing materials before starting work. In performing the work, the Contractor will comply with procedures established in the operations and maintenance program and with Federal, State, and Local health and Safety Regulations.

- B.** When the Contractor encounters, damages or disturbs asbestos containing building materials, or materials suspected of containing asbestos, Contractor will avoid taking any action which could cause release or spread of asbestos fibers. The Contractor will immediately stop work and notify the District's project coordinator through the office of the District Director of Facilities, or the District Risk Manager. Work will not be resumed without the consent of the District.

1.20 Hazardous Communication Standard and Material Safety Sheets

- A.** The Hazard Communication Standard (OSHA 29CFR1910.1200) shall be applicable in this agreement. It designates and requires labeling, Material Safety Data Sheets (MSDS), and employee training for all hazardous materials. The Contractor shall submit, along with

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

other required submittals to the District, Material Safety Data Sheets (MSDS) for all hazardous material to be used or installed by the Contractor, prior to such use or installation. The Contractor shall submit Material Safety Data Sheets (MSDS) on materials and components that are defined or become identified in the specifications for project construction. The Contractor shall make Material Safety Data Sheets available at the site for review by employees and other contractors. Materials commonly used in the construction of school facilities which could require a Material Safety Data Sheet include, but are not limited to, the following:

1. Paints and other coatings
2. Adhesives – floor, wall, furniture, etc.
3. Equipment lubricants – oil, grease, etc.
4. Synthetics of any kind
5. TES coolants
6. Refrigerants
7. Fertilizers
8. Concrete Additives
9. Asphalt paving petroleum additive
10. Transformer coolants
11. Pipe dope

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

12. PVC/ABS/CPVC solvent

1.21 General Notes

- A. **Site Access:** All access to the site shall be approved by the School District before any work begins. Contractor is not responsible for obtaining all parking and encroachment permits and paying all fees. Contractor shall be responsible to patch and repair all damage to existing City curbs, sidewalks, trees, etc., if damaged by Contractor during the Project, at no additional cost to the School District.
- B. **Student/Bus Drop off Schedule:** Contractor to coordinate all construction traffic with bus schedules including delivery of school supplies and equipment with the School District. The Contractor shall not block driveways or bus areas.
- C. **Delivery of construction equipment** and/or materials shall be scheduled so as not to conflict with the school's operation.
- D. **Dress Code/Language:** Contractors and Subcontractors work crews – Appropriate attire as defined by OSHA for work on School Projects shall be worn by all work crews during all work hours. Clothing with insignias depicting gangs, drugs, sex, profanity, alcohol and/or as deemed offensive to the District are strictly prohibited. **NO SHORTS WILL BE ALLOWED.** No loud radios or inappropriate language will be tolerated on the site during construction hours. The Contractor must be considerate of the staff and adjoining residences and the adverse impact the aforementioned may cause.
- E. **No Smoking** shall be allowed on School District property.
- F. **On-Site Parking:** No Contractor employee parking will be allowed on site except in designated areas authorized by the School District. District shall not be responsible for any vandalism, damage or theft to employee vehicles.
- G. **Street Parking: Parking permit costs for Contractor and Subcontractor are excluded.**
- H. **Non-Interference with Other Contractors:** Other District Contractors may be working on the project site(s) during time of construction. This Contractor must coordinate work with the District Contractors.
- I. Contractor will supply trash bins for removal of all construction debris generated during the project and will remove bins from the construction site on a consistent basis

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

- J. District refuse containers **are not** to be utilized by contractor.

- K. The work area is to be maintained in a clean and safe manner at all times.

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-170(R)

Exhibit "C"
Legal Description

#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

- 2 -

#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

- 4 -

#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

- 5 -

#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.

- 6 -

#17-170(R)

NOT USED

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

- 9 -

#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,

- 10 -

#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.

- 11 -

#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

- 13 -

#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"

- 15 -

#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 -

#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 (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

- 18 -

#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.

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.

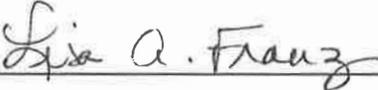
CONTRACTOR:

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: VP, Division Manager
Date: 01-26-18

By: 
Title: Lisa A. Franz, Director, Purchasing
Date: 2-13-18

#17-170(R)

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of
California

- 21 -

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.

- 24 -

#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.

- 25 -

#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.

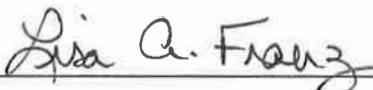
CONTRACTOR:

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: VP, Division Manager
Date: 01.26.18

By: 
Title: DIRECTOR, PURCHASING
Date: 2-13-18

#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.

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 (5th) 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

By: _____



Title: _____

VP, Division Manager

Date: _____

01-20-18

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: _____



Title: _____

Lisa A. Franz, Director, Purchasing

Date: _____

2-13-18

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 (5th) 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

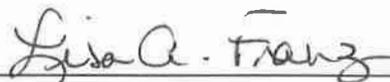
THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: 

Title: UP, Division Manager

Date: 01-26-18

By: 

Title: Lisa A. Franz, Director, Purchasing

Date: 2-13-18

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: Karling Aguilera-Fort

Date of Meeting: October 9, 2019

Agenda Section: Section E: Approval of Minutes

Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted: September 18, 2019, Regular Board Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ADDITIONAL MATERIALS:

Attached: [9-18-2019 Bd Minutes.pdf](#)

Regular Board Meeting
September 18, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:07 p.m. on Wednesday, September 18, 2019 at the Educational Service Center. CALL TO ORDER

A roll call of the Board was conducted. Present were Trustees Debra Cordes, Monica Madrigal Lopez, Denis O’Leary and President Veronica Robles-Solis. Trustee Jesus Vega was absent. Staff members present were District Superintendent Karling Aguilera-Fort, Assistant Superintendents Ana DeGenna and Janet Penanhoat, and Executive Assistant Rose Chaparro. ROLL CALL

Jeremiah Padilla, 2nd grade student in Mr. Cochrane’s class led the audience in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Krislyn Losoya, 8th grade student in Mr. Callan’s class read the District’s Vision and Mission in English and Assistant Principal Teresa Ruvalcaba and Isabella Caliri, 5th grade student in Mr. Cazares’ class read them in Spanish. DISTRICT’S VISION AND MISSION STATEMENTS

Principal Tyler Higa provided a short presentation to the Board regarding Curren School, EYES Academy: Enriching Youth via Environmental Studies. Mr. Higa spoke about the core values, students’ academic success, social emotional health and wellbeing, and parent involvement in school. He highlighted the Dual Language, AVID, Autism programs and the strand focus. He also shared different activities regarding environmental field trips, school climate and culture, pupil engagement, Lego, Coding Club, and more. PRESENTATION BY CURREN SCHOOL - EYES ACADEMY: ENRICHING YOUTH VIA ENVIRONMENTAL STUDIES

Following the presentation, Trustee Cordes gave a token of appreciation on behalf of the Board to the students that participated in the meeting.

A.5 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-1, being Trustee O’Leary the Nay vote, and being Trustee Vega absent; the Board approved the agenda as amended. ADOPTION OF THE AGENDA

- Changes: Item A.6 was moved to Item A.11. The rest of items after A.11 were moved down accordingly.

A.6 *Item A.6 was moved to A.11 to be presented to the Board after closed session.* (Moved to A.10)
UNAUDITED ACTUALS
EXPENDITURE/HIGHLIGHTS
FOR 2018/2019

A.7 No one addressed the Board. PUBLIC PARTICIPATION/
COMMENTS

A.8 ANNOUNCEMENTS PRIOR TO CLOSED SESSION September 18th, 2019: CLOSED SESSION
The Board recessed to Closed Session at 5:34 p.m. to consider the following:

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

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS: Existing litigations
 - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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

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

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
 - Appointment recommendation: Assistant Principal

A.9 The Board convened to closed session until approximately 7:03 p.m. to discuss items on the closed session agenda. CLOSED SESSION

A.10 President Robles-Solis reported that pursuant to Section 54957 of the Government Code and Section 44943 of the Education Code the Board considered personnel matters. On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-1, being Trustee Cordes the Nay vote and being Trustee Vega absent, the Board appointed Gabriela Torres to the position of Assistant Principal. REPORT ON CLOSED SESSION (Motion # 19-33)

A.11 Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services and Mary Crandall, Director of Finance provided the Board with a presentation regarding the 2018/2019 fiscal year Expenditures and Unaudited Actuals. Following, Ms. Crandall Plasencia answered the Board questions. UNAUDITED ACTUALS EXPENDITURES/ HIGHLIGHTS FOR 2018/2019

A.12 Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services introduced Mr. K. Guerra who provided a report on potential savings from a potential refunding, or refinancing, of a portion of the District’s outstanding General Obligation Bonds. Following the presentation, this item would be presented for the Board’s consideration at their October 9, 2019 Board meeting. REPORT ON GO BOND REFUNDING

Following the presentation Mr. Guerra answered the Board questions.

A.13 In observance of the importance of educational leadership at school, school district, and county levels, the Board designated the second full week in the month of October as Week of the School Administrator. APPROVAL OF RESOLUTION #19-124 FOR SCHOOL ADMINISTRATOR WEEK (Motion # 19-34)

On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; being Trustee Vega absent; the Board adopted Resolution #19-124 in support of the School Administrator Week and directed the District Superintendent to distribute said resolution to all administrators.

B PUBLIC COMMENTS/HEARINGS PUBLIC COMMENTS

- B.1 PUBLIC COMMENTS
- No one addressed the Board.

C CONSENT AGENDA CONSENT AGENDA (Motion # 19-35)

On Motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Consent Agenda as presented.

- C.1 Scheduled October 9, 2019 for the Public Hearing for CSEA and the District's proposals. (Approval to Set Date for Notice of Public Hearing re: Sunshine of the California School Employees Association's (CSEA), Chapter #272 and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547)
- C.2 Accepted the Oxnard School District 2018-19 Unaudited Actual Financial Information and authorize its filing with the Ventura County Office of Education. (Acceptance of Oxnard School District 2018-19 Unaudited Actual Financial Information)
- C.3 District enrollment as of August 30, 2019 was 15,760. This is 378 less than the same time last year. (Enrollment Report)
- C.4 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #18-INF-01, Painting 2019 - Frank & Driffill, with CAM Painting Inc. (Approval of Notice of Completion, Painting 2019 - Frank & Driffill, Bid #18-INF-01)
- C.5 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #18-01, Asphalt Paving 2019 - McAuliffe & Brekke, with PaveWest Inc. (Approval of Notice of Completion, Asphalt Paving 2019 - McAuliffe & Brekke, Bid #18-01)
- C.6 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #18-02, Roof Replacement 2019 - Fremont (9 Bldgs.), with Channel Islands Roofing Inc. (Approval of Notice of Completion, Roof Replacement 2019 - Fremont (9 Bldgs.), Bid #18-02)
- C.7 Approved CCA No. 001E to Amendment #1 to CSA #15-198 with Swinerton Builders related to the Lemonwood Elementary School ECDC Project. CCA No. 001E will be a COST to the Contractor Contingency line item of Amendment #1 to CSA #15-198 in the amount of \$5,243.03. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 001E, the remaining balance of Contractor Contingency will be \$74,756.97. (Approval of Contractor Contingency Allocation (CCA) No. 001E to the Lemonwood ECDC Project)
- C.8 Approved CCA No. 007 to CSA #16-199 with Bernards related to the Elm Elementary School Reconstruction Project. The decrease to project budget and the reallocation of funds to the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report. CCA No. 007 will be a COST to the Contractor Contingency line item of CSA #16-199 in the amount of \$14,156.00. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 007, the remaining balance of the Contractor Contingency Allocation (Approval of Contractor Contingency Allocation No. 007 to the Elm Elementary School Reconstruction Project and Return of Unused Contractor Contingency

will be \$3,867.00. Unused Contractor Contingency Allocation funds shall be returned to the Master Construct and Implementation Program Reserve. Funds to Master Construct and Implementation Program Reserve)

C.9 Approved Purchase Order/Draft Payment Report #19-02 as submitted. (Purchase Order/Draft Payment Report #19-02)

C.10 Ratified the establishment and increase of the positions as presented. Cost for Speech Language Pathology Assistant - \$79,958 Special Ed Cost for Campus Assistant - \$7,879 Site funds Cost for Campus Assistant - \$1,970 General funds Cost for Campus Assistant - \$1,300 General funds. (Establish /Abolish/ Increase /Reduce Hours of Position)

C.11 Approved Personnel Actions, as presented. (Personnel Actions)

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment. (Classified)

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|---------------------------------|---|-----------------------|
| <u>New Hires</u> | | |
| Ayala, Ashley | Paraeducator III, Position #9307 Special Education 5.75 hrs./183 days | 08/28/2019 |
| Borunda, Rosa | District Textbook Coordinator, Position #2300 Ed. Services 8.0 hrs./246 days | 09/10/2019 |
| Gutierrez, Christine A. | Paraeducator II, Position #2260 Special Education 5.75 hrs./183 days | 09/04/2019 |
| Hernandez Quintana, Linda G. | Language Assessment Technician (B), Position #2443 English Learner Services 5.5 hrs./246 days | 08/26/2019 |
| Wright, Jessica L. | Paraeducator III, Position #9211 Special Education 5.75 hrs./183 days | 09/30/2019 |
| <u>Limited Term</u> | | |
| Alkhazaeleh, Nura | Health Assistant (substitute) | 08/23/2019 |
| Camarena Padilla, Cinthia L. | Paraeducator (substitute) | 08/27/2019 |
| Cervantes Godinez, Maria F. | Paraeducator (substitute) | 08/28/2019 |
| Ford, Rachele C. | Health Assistant (substitute) | 08/23/2019 |
| Hernandez, Delilah | Paraeducator (substitute) | 08/20/2019 |
| Lopez, Hilary A. | Paraeducator (substitute) | 08/19/2019 |
| Morales, Eva J. | Paraeducator (substitute) | 08/30/2019 |
| Tapia, Erika | Paraeducator (substitute) | 08/26/2019 |
| Walker, Jeremy R. | Paraeducator (substitute) | 08/20/2019 |
| Willner, David A. | Paraeducator (substitute) | 08/19/2019 |
| <u>Promotional</u> | | |
| Castellanos Vizcaino, Ana Luisa | Language Assessment Technician, Position #8703 English Learner Services 5.5 hrs./246 days Paraeducator I, Position #7170 Curren 3.16 hrs./183 days | 09/09/2019 |

| | | |
|-------------------------------------|---|---|
| Gomez, Yasmin | Paraeducator III, Position #2903 Special Education 5.75 hrs./183 days Campus Assistant, Position #3120 Frank 5.75 hrs./180 days | 08/26/2019 |
| Jasso, Judy E. | Registered Behavior Technician, Position #9245 Special Education 8.0 hrs./203 days Paraeducator III, Position #6824 Special Education 5.75 hrs./183 days | 08/19/2019 |
| Soria, Roxanne | Paraeducator II (B), Position #9198 Special Education 5.75 hrs./183 days Paraeducator I, Position #7289 Haydock 5.75 hrs./183 days | 08/19/2019 |
| <u>Reinstatement</u> | | |
| Jimenez, Claudia | Outreach Specialist (B), Position #1738 Elm 7.0 hrs./180 days | 08/29/2019 |
| Vivanco, Regina R. | Paraeducator II (B), Position #1706 Special Education 5.75 hrs./183 days | 08/29/2019 |
| <u>Leave of Absence</u> | | |
| Andrade, Gabriela | Library Media Technician, Position #2525 | 08/27/19-12/19/2019 (Tuesdays and Thursdays only) |
| <u>Return from Leave of Absence</u> | | |
| Pena, Sara | Intermediate School Secretary, Position #6709 Driffill 8.0 hrs./192 days | 08/26/2019 |
| Rodriguez, Raquel | Outreach Specialist, Position #2614 Rose Ave. 8.0 hrs./180 days | 08/21/2019 |
| <u>Layoff</u> | | |
| Navarro, Imelda L. | Preschool Teacher, Position #7803 Ed. Services 3.0 hrs./183 days | 06/28/2019 |
| <u>Resignation</u> | | |
| Arroyo, Maribel | Preschool Assistant, Position #2666 San Miguel 3.0 hrs./183 days | 08/18/2019 |
| Casillas-Zuniga, Claudia B. | Outreach Specialist (B), Position #1070 Ramona 8.0 hrs./180 days | 08/30/2019 |
| Mendez, Maria S. | Child Nutrition Worker, Position #2615 Driffill 5.5 hrs./185 days | 08/30/2019 |
| Ramirez, Randolph R. | Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days | 09/69/2019 |

Listed below are the 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. (Certificated)

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|-------------------|-----------------|-----------------------|
| <u>New Hires</u> | | |
| Ferris, Cassandra | Teacher, PE | August 22, 2019 |

| | | |
|------------------|--------------------|-----------------------|
| Beatty, Gerald | Substitute Teacher | 2019/2020 School Year |
| Burton, Cathleen | Substitute Teacher | 2019/2020 School Year |
| Davis, Narcisa | Substitute Teacher | 2019/2020 School Year |
| Moore, Sierra | Substitute Teacher | 2019/2020 School Year |

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

| | |
|-------------------|-------------------|
| Huynh, Jennifer | September 3, 2019 |
| Nemets, Susan | September 3, 2019 |
| Parker, Marilynne | August 19, 2019 |
| Shapiro, Megan | September 3, 2019 |
| Vidal, Catherine | September 9, 2019 |

Resignations

| | | |
|----------------|-----------|-----------------|
| Ramos, Leticia | Principal | August 30, 2019 |
|----------------|-----------|-----------------|

Annual Teacher Assignment Report 2019-2020
Pursuant To Education Codes 44256 (B) And 44258.2

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

Name

Subject

| | |
|----------------|--------|
| Meagan Forrest | Health |
|----------------|--------|

C APPROVAL OF AGREEMENTS

| | |
|---|---|
| C.12 Approved Agreement #19-102 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2019-20 school year. CAPSLO will reimburse the District for the cost of the meals and snacks provided. | (Approval of Agreement 19-102 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students At Harrington School) |
|---|---|

| | |
|--|---|
| C.13 Approved Agreement/MOU #19-104 with the Channel Islands Maritime Museum. Amount not to exceed \$3,500.00, to be paid with ASES funds Ratified Agreement #19-97 with Ventura County Office of Education. Amount not to exceed \$39,157.38 to be paid with Special Education funds. | (Approval of Agreement/MOU #19-104 – Channel Islands Maritime Museum) |
|--|---|

| | |
|---|--|
| C.14 Approved Agreement #19-106 with Building Block Entertainment Inc. Amount not to exceed \$895.00, to be paid with LCFF. | (Approval of Agreement #19-106, Building Block Entertainment Inc.) |
|---|--|

C.15 Approved Agreement #19-105 with Reading Horizons. Amount not to exceed \$46,257.08, to be paid with Special Education funds. (Approval of Agreement #19-105, Reading Horizons)

C.16 Approved Agreement #19-107 with Building Block Entertainment Inc. Amount not to exceed \$895.00, to be paid with LCFF funds. (Approval of Agreement #19-107, Building Block Entertainment Inc.)

C.17 Approved Agreement #19-109 with Mixteco/Indigena Community Organizing Project. Amount not to exceed \$2,000.00, to be paid with Title 1 funds. (Approval of Agreement #19-109 - Mixteco/Indigena Community Organizing Project)

C: RATIFICATION OF AGREEMENTS

C.18 Ratified Agreement #18-246 with Ventura County Office of Education. Amount not to exceed \$12,454.48, to be paid with Special Education funds. (Ratification of Agreement #18-246 with Ventura County Office of Education)

C.19 Ratified Amendment #2 to Agreement #18-210 with Ventura County Office of Education. Amount not to exceed \$492.26, to be paid with Special Education funds. Amendment #2 in the amount of \$492.26, is required to adjust the actual cost through the end of the 2018-2019 fiscal year, for Student JV120313, for a new total agreement amount of \$80,604.72. (Amendment #2 to Agreement #18-210 with Ventura County Office of Education. Amount not to exceed \$492.26, to be paid with Special Education funds. Amendment #2 in the amount of \$492.26, is required to adjust the actual cost through the end of the 2018-2019 fiscal year, for Student JV120313, for a new total agreement amount of \$80,604.72)

C.20 Ratified Amendment #1 to Agreement #19-26 with FoodCorps Inc. Amount not to exceed \$7,500.00, to be paid with CNS funds. (Ratification of Amendment #1 to Agreement #19-26 – FoodCorps Inc.)

C.21 Ratified Amendment #1 to Agreement #18-204 with Ventura County Office of Education, in the amount of \$2,749.51, to be paid with Special Education funds. (Ratification of Amendment #1 to Agreement #18-204 - Ventura County Office of Education)

C.22 Ratified Agreement #18-161 with Ventura County Office of Education (VCOE) in the amount of \$433,980.07, to provide exceptional services to twenty-two (22) special education students that consist of support from Special Circumstances Paraeducators during the 2018-2019 school year, including extended school year. Amount not to exceed \$12,658.15, to be paid with Special Education funds. (Ratification of Amendment #1 to Agreement #18-161 - Ventura County Office of Education)

D ACTION ITEMS

D.1 After Dr. Bond, Director of Certificated Human Resources, answered some questions for the Board, on Motion by Trustee O’Leary, seconded by Trustee Cordes, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Variable Term Waiver for provisional internship permit authorizations in Math for Ryan Reid, as presented.

APPROVAL OF VARIABLE TERM WAIVER FOR PROVISIONAL INTERNSHIP PERMIT (PIP) AUTHORIZATIONS IN MATH FOR RYAN REID FOR THE 2019-20 SCHOOL YEAR (Motion # 19-36)

D.2 CFW Advisory Services LLC, an affiliate company, provides professional consultant services for facilities planning and assessments, State aid grants for the modernization and construction of school facilities, educational program consulting, election services for bond/parcel tax campaign committees, and program implementation services for facilities educational programs and municipal advisory services. The District has contracted under separate agreements with CFW for the provision of program implementation services for facilities and educational programs and professional consultant services for State aid grants for the modernization and construction of school facilities, and acknowledges such agreements.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES WITH CALDWELL FLORES WINTERS, INC. (Motion # 19-37)

Following a discussion, on Motion by Trustee Madrigal Lopez, seconded by President Robles-Solis, and carried on a roll call vote of 3-1, being Trustee O’Leary the Nay vote and being Trustee Vega absent, the Board approved a one (1) year contract with CFW Advisory Services, LLC.

E. APPROVAL OF MINUTES

On Motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent the Board approved the minutes of the regular and special board meetings, as submitted:

APPROVAL OF MINUTES (Motion # 19-38)

- September 4, 2019, Regular Board Meeting.

F. BOARD POLICIES

BOARD POLICIES

F.1 The Board reviewed the following revised Board Policies, Administrative Regulations and Bylaws, and asked for information to be added.

On Motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the Board Policies and Administrative Regulations as revised.

SECOND READING (Motion # 19-39)

| | | |
|---------------|----------------------------|---------|
| BP/AR 0420 | School Plans/Site Council | DeGenna |
| BP/AR 0450 | Comprehensive Safety Plans | DeGenna |
| BP/AR 5141.52 | Suicide Prevention | DeGenna |
| BP/AR 5144 | Discipline | DeGenna |

F.2 The Board reviewed the following revised Board Policies, Administrative Regulations and bylaws as presented and approved for first reading:

FIRST READING

| | | |
|---------|-----------|---------|
| BP 5111 | Admission | DeGenna |
|---------|-----------|---------|

G. CONCLUSION

G.1 Mr. Karling Aguilera-Fort

- Reported he visited several schools and attended several Back-to-School nights.
- Reported he attended the ribbon-cutting ceremony of the classroom building at Thurgood Marshall School.
- Reported he had his first meeting with the Parent Advisory Committee. He indicated that he was satisfied with the meeting and that it was an opportunity to keep building relationships with families.
- Indicated that OSD is looking forward to become a real learning organization. Along with the cabinet he was reviewing and discussing the book *Teaming*. Also, indicated that they are analyzing the data received and coming up with concrete ideas to implement and follow-up as a support and monitoring system.
- Expressed he was impressed with the amount of parents that attend Back-to-School nights.
- Reminded and invited everyone to the Grand Opening and Open House events celebrating the conclusion of the last phase of Lemonwood construction.
- Encouraged everyone to attend the Strengthening our Families event the following Saturday.

SUPERINTENDENT
ANNOUNCEMENTS

TRUSTEES
ANNOUNCEMENTS

Trustee Cordes

- Reported she attended Back-to-School nights and expressed her satisfaction to see so many community resources available and for the great work done by the schools.
- Thanked Haydock for the parking spot reserved.
- Expressed that there was good attendance at Thurgood Marshall School inauguration.
- Commented on the enrollment decline.
- Commented on the earlier vote on item A.10
- Reported she attended the 9-11 memorial at Frank. Congratulated the faculty, staff and the students.

Trustee Vega

- Absent

Trustee O’Leary

- Reminded and invited everyone to the California Annual Coastal Clean-up Day that would take place the following Saturday, from 9:00 a.m. to 12:00 p.m. on the local beaches.

Trustee Madrigal Lopez

- Reported she attended Back-to-School nights at Brekke and Rose.
- Reported the past week it was a pleasure to see Marshall’s new classes. Thanked CFW.
- Expressed she is looking forward to attending the Strengthening Our Families event and to the ribbon-cutting ceremony at Lemonwood, her own elementary school.

President Robles-Solis

- Expressed it was a pleasure to attend Back-to-School nights at Rose Avenue and Brekke and thanked the PTAs and the staff for the dedication on the planning of Back-to-School nights.
- Encouraged everyone to attend the Coastal Clean-up Day on Saturday.

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee Vega absent, President Robles-Solis adjourned the meeting at 8:25 p.m.

Respectfully Submitted,
Mr. Karling Aguilera-Fort

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____,
the Governing Board of the Oxnard School District approves the Minutes of the Regular
Board meeting of September 18, 2019, on motion by Trustee
_____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section F: Board Policies, First Reading

Approval of Revisions to Board Policies and Administrative Regulations (DeGenna)

Language was added and deleted to the following BP's and AR's to align with the district's practices for the following:
Students:

AR 5113 – Absences and Excuses
BP 5146 – Married/Pregnancy/Parenting Students

Instruction:
AR 6173.2 – Education of Children of Military Families
AR 6183 – Home and Hospital Instruction

The added language is indicated by italicized font on the attached. The deleted language is indicated by strike-through on the attached.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to the Board Policies and Administrative Regulations as outlined above.

ADDITIONAL MATERIALS:

Attached: [revised AR 5113 - Absences and Excuses \(5 pages\)](#)
[revised BP 5146- Married Pregnant Parents Students \(8 pages\)](#)
[revised AR 6173.2. - Education of Children of Military Families \(5 pages\)](#)
[revised AR 6183 - Home and Hospital Instruction \(5 pages\)](#)

ABSENCES AND EXCUSES**Excused Absences**

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

~~A student's absence shall be excused for the following reasons:~~

1. Personal illness (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)
4. Attendance at funeral services for a member of the immediate family, ~~which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.~~ (Education Code 48205)

~~Immediate family shall be defined as mother, father, grandmother, grandfather, spouse, son/son in law, daughter/daughter in law, brother, sister, or any relative living in the student's immediate household. (Education Code 45194, 48205)~~

~~Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)~~

5. Jury duty in the manner provided by law (Education Code 48205)
5. 6. ~~The illness or medical appointment during school hours of a child to whom the student is the custodial parent (Education Code 48205)~~

(cf. 5146 - Married/Pregnant/Parenting Students)

6. 7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observation of a *religious* holiday or ceremony ~~of his/her religion~~

ABSENCES AND EXCUSES (continued)

- d. Attendance at religious retreats *for not more than* ~~not to exceed~~ four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
8. *Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)*

(cf. 6142.3 - Civic Education)

9. *To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)*

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

(cf. 6173.2 - Education of Children of Military Families)

10. *Attendance at a naturalization ceremony to become a United States citizen (Education Code 48205)*

- 7.11. ~~Participation in religious exercises or to receive moral and religious instruction in accordance with district policy at the student's place of worship or other suitable place away from school (Education Code 46014)~~

~~a. In such instances, the student shall attend at least the minimum school day.~~

~~b. The student shall be excused for this purpose on no more than four days per school month.~~

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not

ABSENCES AND EXCUSES (continued)

excused from school for this purpose on more than four days per school month. (Education Code 46014)

(cf. 6112 - School Day)

12. *Work in the entertainment or allied industry (Education Code 48225.5)*

Such absence shall be excused provided that the student holds a work permit authorizing such work and is absent for a period of not more than five consecutive days and up to five absences per school year. (Education Code 48225.5)

13. *Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)*

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

14. *Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)*

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

~~When a student who has been absent returns to school, he/she shall~~ *For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)*

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

ABSENCES AND EXCUSES (continued)

The following methods may be used to verify student absences:

1. Written note, fax, or email from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence

(cf. 5113.11 - Attendance Supervision)

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
4. Physician's verification.
 - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may ~~contact a~~ *request a note from the* medical office to confirm the time of the appointment.
 - b. ~~When a student has had 14 absences in the school year for illness verified by methods listed in #1-3 above, any further absences for illness shall be verified by a physician.~~ *If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.*

(cf. 5113.1 - Chronic Absence and Truancy)

ABSENCES AND EXCUSES (continued)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. *Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)*
2. *Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)*
3. *Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)*

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5145.6 - Parental Notifications)

(cf. 6154 - Homework/Makeup Work)

Regulation
approved: November 2, 2011
Revised: September 18, 2019

OXNARD SCHOOL DISTRICT
Oxnard, California

MARRIED/PREGNANT/PARENTING STUDENTS

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

The Board of Trustees recognizes that *responsibilities related to early marriage, pregnancy or parenting and related responsibilities* may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to *support married, pregnant, and provide instruction and services designed to assist in pregnancy prevention. The Board also desires to support male and female expectant and parenting students to continue their education, attain strong academic and parenting skills, and to promote the healthy development of their children.*

~~(cf. 5113.1-Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 5149 - At Risk Students)
(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6164.5 - Student Success Teams)~~

~~Married, expectant and parenting students shall have the same educational and extracurricular opportunities as all students. Participation in special programs or schools shall be voluntary.~~

~~The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)~~

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6145 - Extracurricular and Co-curricular Activities)~~

~~The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)~~

~~(cf. 5145.6 - Parental Notifications)~~

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Expectant and Parenting Students

~~The Board is committed to providing to expectant and parenting students and their children a comprehensive, continuous, community-linked program that reflects the cultural and linguistic diversity of the community.~~

~~The Superintendent or designee shall collaborate with the County Superintendent of Schools and other community agencies and organizations to ensure that appropriate educational and related support services are available to meet the needs of expectant and parenting students their children.~~

~~(cf. 1020 - Youth Services)~~

~~(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)~~

BP 5146(b)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Education and Support Services for Pregnant and Parenting Students

~~Expectant Pregnant and parenting students retain the right to participate in any comprehensive school the regular education program or an educational alternative education programs. School placement and instructional strategies for participating students shall be based on the needs and learning styles of individual students. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the individual student and/or student's child. (Education Code 54745)~~

~~(cf. 6158 - Independent Study)~~

~~(cf. 6181 - Alternative Schools/Programs of Choice)~~

~~(cf. 6183 - Home and Hospital Instruction)~~

~~(cf. 6184 - Continuation Education)~~

~~(cf. 6200 - Adult Education)~~

~~In addition to providing a quality education program for expectant and parenting students, the district's program shall provide parenting education and life skills instruction, special school nutrition supplements for pregnant and lactating students, and a child care and development program on or near the school site for the children of enrolled students. The district's program may provide other support services authorized by Education Code 54746 as necessary to meet the needs of students and their children. (Education Code 54745)~~

~~(cf. 3550 - Food Service/Child Nutrition Program)~~

~~(cf. 5141.6 - School Health Services)~~

~~(cf. 5148 - Child Care and Development)~~
~~(cf. 5148.1 - Child Care Services for Parenting Students)~~
~~(cf. 6164.2 - Guidance/Counseling Services)~~

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

~~(cf. 6142.7 - Physical Education and Activity)~~
~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~
~~(cf. 6183 - Home and Hospital Instruction)~~

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

~~(cf. 5148 - Child Care and Development)~~

2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

~~(cf. 3550 - Food Service/Child Nutrition Program)~~
~~(cf. 5030 - Student Wellness)~~

4. Health care services, including prenatal care

~~(cf. 5141.6 - School Health Services)~~

5. Tobacco, alcohol, and/or drug prevention and intervention services

~~(cf. 5131.6 - Alcohol and Other Drugs)~~
~~(cf. 5131.62 - Tobacco)~~

6. Academic and personal counseling

~~(cf. 6164.2 - Guidance/Counseling Services)~~

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

5.A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Pregnancy Prevention Program

~~The Superintendent or designee shall ensure that age appropriate, culturally sensitive and community sensitive instruction and services are available to assist in the prevention of pregnancy among minors. The district's program shall be based on strategies that have proven effective in delaying the onset of sexual activity and reducing the incidence of pregnancy among school-age youth. Instruction shall be consistent with the district's family life/sex education curriculum.~~

~~*(cf. 5141.25 - Availability of Condoms)*~~

~~*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*~~

~~*(cf. 6142.8 - Comprehensive Health Education)*~~

~~*(cf. 6143 - Courses of Study)*~~

MARRIED/PREGNANT/PARENTING STUDENTS (continued)*Legal Reference:*EDUCATION CODE221.51 *Nondiscrimination; married, pregnant, and parenting students*222 *Reasonable accommodations; lactating students*222.5 *Pregnant and parenting students, notification of rights*230 *Sex discrimination*8200-8498 *Child Care and Development Services Act*46015 *Parental leave*48205 *Excused absences*48206.3 *Temporary disability, definition*48220 *Compulsory education requirement*48410 *Persons exempted from continuation classes*48980 *Parental notifications*~~2551.3 *Determination of state aid for pregnant minors program*~~~~17293 *School facilities for pregnant/parenting teen programs*~~~~48220 *Compulsory education requirement*~~~~48410 *Persons exempted from continuation classes*~~49553 *Nutrition supplements for pregnant/lactating students*~~49558 *Confidentiality of applications and records for free or reduced price meals*~~51220.5 *Parenting skills and education*51745 *Independent study*52610.5 *Enrollment of pregnant and parenting students in adult education*~~54740-54749.5 *California School Age Families Education Program (Cal-SAFE)*~~CIVIL CODE51 *Unruh Civil Rights Act*FAMILY CODE7002 *Description of emancipated minor*~~7050 *Purposes for which emancipated minor considered an adult*~~HEALTH AND SAFETY CODE104460 *Tobacco prevention services for pregnant and parenting students*~~124175-124200 *Adolescent and Family Life Act*~~CODE OF REGULATIONS, TITLE 54600-4670 *Uniform complaint procedures*4950 *Nondiscrimination, marital and parental status*CODE OF REGULATIONS, TITLE 22101151-101239.2 *General licensing requirements for child care centers*101351-101439.1 *Infant care centers*UNITED STATES CODE, TITLE 201681-1688 *Title IX, Education Act Amendments*UNITED STATES CODE, TITLE 421786 *Special supplemental nutrition program for women, infants, and children*CODE OF FEDERAL REGULATIONS, TITLE 7246.1-246.28 *Special supplemental nutrition program for women, infants, and children*CODE OF FEDERAL REGULATIONS, TITLE 34106.40 *Marital or parental status*

ATTORNEY GENERAL OPINIONS

87 *Ops. Cal. Atty. Gen.* 168 (2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CDE PUBLICATIONS

Pregnant and Parenting Students: A Report to the Legislature, April 1996

SBE POLICIES

Policy statement on adolescent pregnancy and parenting, July 9, 1993

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Pregnant Students and Confidential Medical Services, 2013

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

CDE: <http://www.cde.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

Department of Social Services: <http://www.dss.ca.gov>

California Women's Law Center: <http://www.cwlc.org>

U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: November 2, 2011

Revised: September 18, 2019

OXNARD SCHOOL DISTRICT

Oxnard, California

EDUCATION OF CHILDREN OF MILITARY FAMILIES

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if the parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

(cf. 5111.1 - District Residency)

When a child of a military family is transferring into the district, the Superintendent or designee ~~may~~ shall enroll the ~~child student~~ based on ~~the child's placement in the previous district, pending receipt of the child's records~~ *unofficial education records, if official records are not yet available.* Upon enrollment, the Superintendent or designee shall immediately request the student's *official* records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

(cf. 5141- Health Care and Emergencies)

(cf. 5141.31- Immunizations)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

A child of a military family shall be allowed to continue attending the school of origin, regardless of any change of residence of the family during that school year, for the duration of the student's status as a child of a military family. (Education Code 48204.6)

To provide a child of a military family the benefit of matriculating with peers in accordance with the established feeder patterns of the district, the following shall apply: (Education Code 48204.6)

- 1. If the student is transitioning between grade levels, the student shall be allowed to continue in the school district of origin in the same school attendance areas.*
- 2. If the student is transitioning to a middle or high school and the school designated for matriculation is in another district, the student shall be allowed to continue to the school designated for matriculation in that school district.*

The principal or designee of the new school shall ensure that the student is immediately enrolled even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Health and Safety Code 120325-120480, proof of residency, other documentation, or school uniforms. (Education Code 48204.6)

If the student's status changes during a school year due to the end of military service of the student's parent/guardian, the following shall apply: (Education Code 48204.6)

- 1. If the student is in grades K-8, the student shall be allowed to continue attending the school of origin through the duration of that academic school year.*
- 2. If the student is in high school, the student shall be allowed to continue attending the school of origin through graduation.*

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

(cf. 5117 - Interdistrict Attendance)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)***Transportation***

The Superintendent or designee may, but is not required to, provide transportation to enable a child of a military family to attend the school of origin or to matriculate to a feeder school as described above, except when indicated in the individualized education program (IEP) of a student with a disability or otherwise required by federal law. (Education Code 48204.6)

Placement and Attendance

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the child's enrollment and/or assessment in his/her previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
~~*(cf. 6146.3 - Reciprocity of Academic Credit)*~~
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Language Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services to the student based on his/her current individualized education program. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the

student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a nonpublic, nonsectarian school or agency, or a juvenile court school and shall not require the student to retake the course. (Education Code 51225.2)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

If the student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take only the portion of the course not completed at the previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the student's parent/guardian, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a child of a military family from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Absences

When a student's parent/guardian is an active duty member and is called to duty, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with his/her parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Regulation
approved: November 16, 2011
Revised: September 18, 2019

OXNARD SCHOOL DISTRICT
Oxnard, California

HOME AND HOSPITAL INSTRUCTION

A student with a temporary disability which makes school attendance impossible or inadvisable shall *be entitled to* receive individual instruction ~~at in the student's~~ home or in a hospital or other residential health facility, excluding state hospitals. (*Education Code 48206.3*)

(cf. 5112.2 – Exclusions from Attendance)

Temporary disability means ~~This instruction applies to students incurring a physical, mental or emotional disability incurred while a student is enrolled in after which they can reasonably be expected to return to regular day classes or an alternative education program, and after which the student can reasonably be expected to return to regular day classes or the alternative education program in which the student is enrolled. Temporary disability does not include a disability that would qualify a student for special education pursuant to without special intervention. It does not apply to students identified as individuals with exceptional needs pursuant to Education Code 56026.~~ (*Education Code 48206.3*)

(cf. 5141.22 – Infectious Diseases)

(cf. 6158 - Independent Study)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of district students regarding: (Education Code 48206.3, 48208, 48980)

- 1. The availability of individual instruction for any student with a temporary disability, including information regarding student eligibility for, and the duration of, individual instruction*
- 2. The rights and responsibilities of parents/guardians of any student with a temporary disability pursuant to Education Code 48207 and 48208*

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall notify the principal or designee when their child is temporarily disabled and needs individual instruction at home or in a hospital or other residential health facility.

Determination of Student Eligibility

Not later than five working days after receiving notification from a parent/guardian that a student has a temporary disability, the Superintendent or designee shall determine whether the student will be able to receive individual instruction at home or in a hospital or residential health facility. (Education Code 48208)

The Superintendent or designee may require verification through any reasonable means that the student is temporarily disabled and needs individual instruction.

AR 6183(b)

HOME AND HOSPITAL INSTRUCTION (continued)

Provision of Individual Instruction

Individual instruction at a student's home or in a hospital or other residential health facility shall begin no later than five working days after the Superintendent or designee makes the determination that the student is eligible to receive individual instruction. (Education Code 48207.5, 48208)

The district shall be responsible for providing individual instruction to any temporarily disabled student who is in a hospital or other residential health facility located within district boundaries, whether or not the student is enrolled in the district. If the student is enrolled in another district, the Superintendent or designee may enter into an agreement to have the student's district of residence provide the individual instruction. The Superintendent or designee may also enter into an agreement to provide individual instruction to a district student who is in a hospital or other residential health facility located within the boundaries of another district. (Education Code 48208)

(cf. 5111.1 - District Residency)

Whenever the district provides individual instruction to a non-district student who is in a hospital or other residential health facility located within district boundaries, the Superintendent or designee shall, within five working days of the beginning of the individual instruction, provide written notification to the student's district of residence that, effective on the date on which individual instruction began, the district of residence may not count the student for purposes of computing that district's average daily attendance. (Education Code 48208)

A student receiving individual instruction in a hospital or residential health facility for a partial week shall be entitled to attend school or receive individual instruction at home on days in which the student is not receiving individual instruction in the hospital or other residential health facility, if the student is well enough to do so. (Education Code 48207.3)

Home or hospital instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. (Education Code 44865)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

Insofar as possible, the teacher providing home or hospital instruction shall consult with the student's current classroom teacher(s) so as to provide a continuity of instruction that enables the student to stay abreast with the regular school program.

HOME AND HOSPITAL INSTRUCTION (continued)

The district's attendance supervisor shall ensure that the absences of any temporarily disabled student receiving individual instruction at home or in a hospital or other residential health facility are excused until the student is able to return to the regular school program. (Education Code 48240)

(cf. 5113 - Absences and Excuses)

(cf. 5113.11 - Attendance Supervision)

Return to School

A student receiving individual instruction who is well enough to return to school shall be allowed to return to the school that the student attended immediately before receiving individual instruction, if the return occurs during the school year in which the individual instruction was initiated. (Education Code 48207.3)

~~Home or hospital instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. (Education Code 44865)~~

~~*(cf. 4112.2 - Certification)*~~

~~*(cf. 4113 - Assignment)*~~

~~The district shall offer at least one hour of instruction for every day of instruction offered by the district in the regular education program. No student shall be credited with more than five days of attendance per calendar week or credited with more than the total number of calendar days that regular classes are offered by the district in any fiscal year. (Education Code 48200, 48206.3)~~

~~Insofar as possible, the teacher providing home or hospital instruction shall consult with the student's current classroom teacher(s) so as to provide a continuity of instruction that enables the student to stay abreast with the regular school program.~~

~~The Superintendent or designee may require verification through any reasonable means that the student requires home instruction. In addition, this verification shall also state that the disabling condition will not expose the teacher to a contagious disease that can be transmitted through casual contact. Home or hospital instruction shall not be denied to students with Hepatitis B, herpes or HIV/AIDS, as long as the home or hospital practices current preventive protocol as determined by the U.S. Centers for Disease Control.~~

~~*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*~~

~~*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*~~

~~*(cf. 5112.2 - Exclusions from Attendance)*~~

~~(cf. 5141.22—Infectious Diseases)~~

Nondistrict Students

~~A student of another district who is temporarily disabled and confined to a hospital or health facility within this district shall be eligible to receive individual instruction in this district. (Education Code 48207)~~

AR 6183(b)

HOME AND HOSPITAL INSTRUCTION (continued)

~~In such circumstances, it is the responsibility of the parent/guardian to notify the district of the student's presence in a qualifying hospital. (Education Code 48208)~~

~~Upon receiving such notification, the Superintendent or designee shall: (Education Code 48208)~~

- ~~1. Within five working days of the notification, determine whether the student is able to receive individualized instruction and, if so, when it shall begin. Instruction shall begin no later than five working days after the Superintendent or designee has determined that the student is able to receive individualized instruction.~~
- ~~2. Within five working days of the beginning of the individualized instruction, the Superintendent or designee shall provide written notification to the district in which the student was previously enrolled stating that the student shall not be counted by that district for purposes of computing average daily attendance, effective the date on which individualized instruction began.~~

~~Alternatively, the Superintendent or designee may enter into an agreement with the district in which the student was previously enrolled to have that district provide the individualized instruction. (Education Code 48208)~~

Parental Notifications

~~At the beginning of the school year, the Superintendent or designee shall notify parents/guardians that: (Education Code 48208, 48980)~~

- ~~1. Individual instruction is available for temporarily disabled students as prescribed by Education Code 48206.3.~~
- ~~2. If a student becomes temporarily disabled, it is the parent/guardian's responsibility to notify the receiving district of the student's presence in a qualifying hospital.~~

~~(cf. 5145.6—Parental Notifications)~~

HOME AND HOSPITAL INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

44865 *Qualifications for home teachers*

45031 *Home teachers*

48200 *Minimum school day*

48206.3 *Pupils with temporary disabilities; individual instruction; definitions; computing average daily attendance*

48240 *Supervisors of attendance*

48206.5 *Continuation of individual instruction programs for students with temp. disabilities*

48207 *Pupils with temporary disabilities in hospitals out side of school district; compliance with residency requirements*

48208 *Presence of pupils with temporary disabilities in qualifying hospitals; notice by parents or guardians; commencement of individualized instruction*

48980 *Required notification of rights and availability of nutrition and individualized instruction programs*

51800-51802 *Employment of home teachers*

56026 *Individual with exceptional needs*

CODE OF REGULATIONS, TITLE 5

421 *Method of verification*

423 *Prolonged illness*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 9, 2019

Agenda Section: Section F: Board Policies, Second Reading

Approval of Revisions to Board Policy and Administrative Regulation 5111 – Admissions (DeGenna)

The items in the BP are directly in line with CSBA recommendations. The one paragraph in the AR is to align this section with BP 6170.1, which would allow us to on a case-by-case basis admit a student into TK even if they turn five (5) after December 2nd.

Students:
BP/AR 5111 - Admissions

The added language is indicated by italicized font on the attached. The deleted language is indicated by strike-through on the attached.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to the Board Policies and Administrative Regulations as outlined above.

ADDITIONAL MATERIALS:

Attached: [revised AR 5111 Admissions \(2 pages\)](#)
[revised BP 5111 Admission \(4 pages\)](#)

ADMISSION**Age of Admittance to Kindergarten and First Grade**

At the beginning of each school year, the Superintendent or designee shall enroll any otherwise eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6170.1 - Transitional Kindergarten)

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in kindergarten or TK with the approval of the child's parent/guardian, provided that the Superintendent or designee recommends that enrollment in a kindergarten or TK program is in the child's best interest and the child's parents/guardians approve. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

(cf. 5145.6 - Parental Notifications)
(cf. 6151 - Class Size)
(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)

Regulation
approved: November 2, 2011
revised: September 2, 2015, *October 9, 2019*

OXNARD SCHOOL DISTRICT
Oxnard, California

ADMISSION

The Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

*(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)*

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

*(cf 5111.1 - District Residency)
(cf 5125 - Student Records)
(cf 5141.3 - Health Examinations)
(cf 5141.31 - Immunizations)
(cf 5141.32 - Health Screening for School Entry)*

~~The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.~~

~~*(cf 6173 - Education for Homeless Children)
(cf 6173.1 - Education for Foster Youth)
(cf 6173.2 - Education of Children of Military Families)*~~

~~In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)~~

~~*(cf 5119 - Students Expelled from Other Districts)
(cf 6173.3 - Education for Juvenile Court School Students)*~~

~~The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.~~

~~(cf 0410—Nondiscrimination in District Programs and Activities)
(cf 5145.3—Nondiscrimination/Harassment)~~

~~A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)~~

~~When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.~~

~~(cf 5116.1 - Intradistrict Open Enrollment)
(cf 5117 - Interdistrict Attendance)
(cf 5118 - Open Enrollment Act Transfers)~~

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.13 - Response to Immigration Enforcement)
(cf. 5145.3 - Nondiscrimination/Harassment)~~

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless

of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall ~~ensure that the enrollment of~~ *immediately enroll* a homeless student, foster youth, *student who has had contact with the juvenile justice system*, or a child of a military family *regardless is not delayed because* of outstanding fees or fines owed to the student's last school, *lack of clothing normally required by the school, such as school uniforms*, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

Legal Reference:

EDUCATION CODE

234.7 *Student protections relating to immigration and citizenship status*

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education) 48350-48350-48361

Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

48645.5 Enrollment of former juvenile court school students

49076 Access to records by persons without written consent or under judicial order 49408

Information of use in emergencies

49076.7 *Student records; data privacy; social security numbers*

49408 *Information of use in emergencies*

49452.9 Health care coverage options and enrollment assistance

49700-49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS. TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS. TITLE 17

600-6075 School attendance immunization requirements

UNITED STATES CODE. TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE. TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Plyierv. Doe 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education. Regardless of Immigration Status
February 2017

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF
EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

adopted: November 2, 2011

Revised: August 23, 2017, *October 9, 2019*

OXNARD SCHOOL DISTRICT

Oxnard, California